

NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

LEGAL SERVICES FOR OLDER ADULTS IN NEW MEXICO



RFP# 21-62400-4000-01452

RFP Release Date: March 19, 2021

**Proposal Due Date: April 16, 2021
(Electronic Submission ONLY)**

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Agency requests proposals from qualified public and private organizations to provide direct legal assistance, outreach, education activities, systemic advocacy, and impact litigation. Offerors responding to this RFP must demonstrate how they will provide the aforementioned services with a focus on older adults in New Mexico, specifically: older adults with the greatest economic or social needs; older adults who are minorities with low incomes; older adults with limited English proficiency; homebound or institutionalized older adults; older adults residing in rural areas; adults with Alzheimer's or related disorders and the caregivers of such individuals; and grandparents raising their grandchildren.

With the exception of Bernalillo County, the offeror shall provide legal services statewide to adults age 55 and older. In Bernalillo County, the offeror shall provide legal services to adults age 55 through 59, and adults over age 59 on a priority basis, when referred by an existing Bernalillo County legal provider unable to meet an older adult's legal needs. In accordance with the federal Older Americans Act (the "OAA"), the offeror must provide legal services to older adults, as set forth, above, regardless of their income; as such, means testing is not allowed. However, the offeror may apprise older adults receiving services that they may voluntarily donate to the contractor for services. That being said, under no circumstances, may an older adult receiving services be coerced, pressured or refused legal services if he or she does not offer a donation.

Legal services provided for under this RFP must primarily focus on direct legal representation in priority issue areas related to income, health care, long-term care, nutrition, housing, utilities, guardianship, abuse, neglect, exploitation, age discrimination and protective services for older adults residing in the designated service areas.

B. BACKGROUND INFORMATION

Title III-B of the OAA requires Area Agencies on Aging ("AAAs") to enter into contracts to provide legal assistance to adults age 60 and older, particularly those with social and economic needs. In order to provide these services in a comprehensive, efficient and economical manner, outside of Planning & Service Area 1, the area administered by the City of Albuquerque/Bernalillo County AAA, the Agency contracts directly with a legal service provider capable of providing these services, statewide, to adults age 55 and older.

C. SCOPE OF PROCUREMENT

The Department requests a proposal to provide services, identified in this RFP. The intent of the contract is to foster the provision of high quality, cost-effective and accessible legal services to older adults. The Contractor must demonstrate an understanding of the unique characteristics of, and legal issues faced by, older adults in New Mexico and is responsible for planning and implementing direct legal assistance, outreach, and education activities, by engaging communities and individuals statewide, and for conducting systemic advocacy and impact litigation.

The term of the contract shall be one year, with the option to extend for three (3) one-year terms at the same prices, terms and conditions stated on the original proposal. The scope of procurement shall encompass the Specifications Section IV of this RFP. The contract shall become effective upon signature of the GSD Contract Review Bureau. In no event shall the contract exceed duration of four (4) years. This procurement shall result in a single source award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.



D. PROCUREMENT MANAGER

ALTSD has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Marlene Acosta, Procurement Manager
Address: Aging & Long-Term Services Department
Toney Anaya Building
2550 Cerrillos Road
Santa Fe, New Mexico 87505

Telephone: (505) 469-0311
Email: marlene.acosta@state.nm.us

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. **“Area Agency on Aging (AAA)”** means an organization designated by the Agency to develop and administer a comprehensive and coordinated system of services for older persons within one or more planning and service areas. Refer to NMAC 9.2.1.7 (F).

2. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
3. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
4. “**Award**” means the final execution of the contract document.
5. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
6. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
7. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
8. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
9. “**Contractor**” means any business having a contract with a state agency or local public body.
10. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
11. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
12. “**Electronic Submission**” means a successful submittal of Offeror’s proposal in the eProNM system, in such cases where eProNM submissions are accepted.
13. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.
14. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
15. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

16. **“Fee Generating Case”** means any matter which, if undertaken by a private legal practitioner on behalf of a client, could reasonably be expected to result in an awarded legal fee directly payable out of the amount awarded to the client from the opposing party or from public funds. No provider shall use funds received under the contract resulting from this RFP to provide legal assistance in a fee generating case unless other adequate representation is unavailable or there is an emergency requiring immediate legal action. All providers shall establish written procedures for the referral of fee generating cases. Refer to 45 CFR §1321.71 (g).
17. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
18. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
19. **“Greatest Economic Need”** means a need resulting from an income level at or below the federal poverty line. Refer to 42 USC §3002 (23).
20. **“Greatest Social Need”** means a need caused by noneconomic factors, which include physical and mental disabilities, language barriers, and cultural, social or geographic isolation, including isolation caused by racial or ethnic status, that restrict an older adult’s ability to perform normal daily tasks or threaten the capacity of an older adult to live independently. Refer to 42 USC § 3002 (24).
21. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
22. **“Impact Litigation and Systemic Elder Rights Advocacy”** means activities intended to achieve changes in policy or practice for similarly-situated older adults with or without reference to a particular older adult and not exceeding the limits on political action imposed by 45 CFR §1321.71(i).
23. **“IT”** means Information Technology.
24. **“Legal Assistance”** means legal advice and representation provided by an attorney to an older adult with economic or social needs; “legal assistance” includes, to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the direct supervision of an attorney, and counseling or representation by a nonlawyer where permitted by law. (42 USC §3002 (33)). Contractor agrees to take full responsibility for complying with the state and local rules with regard to the unauthorized practice of law; as such, it shall indemnify the Agency for any liability associated with noncompliance.
25. **“Low income”** means having an annual family income at or below 125% of the federal poverty level. Refer to NMAC 9.2.1.7 (V).

26. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
27. **“Means Testing”** means the use of an older adult’s income or resources to deny or limit providing legal assistance or services. Refer to 45 CFR §1321.3. The contractor may only inquire and obtain information about an older adult’s financial circumstances for the purpose of identifying and providing benefits and resources for which an older adult may be eligible. Refer to 45 CFR §1321.71 (e).
28. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
29. **“Minorities”** mean older adults who are of Hispanic, Native American Indian (including Hawaiian and Eskimo), African-American or Asian heritage, or of mixed race. Refer to NMAC 9.2.1.7 (W).
30. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
31. **“Older Americans Act”** means the Older Americans Act of 1965, as reauthorized in 2016. Refer to 42 USC §§3001 *et seq.*
32. **“Older Adult”** means a person age 55 and older, and his or her spouse of any age.
33. **“Planning and Service Area (PSA)”** means a portion or portions of the state designated by the Agency for purposes of planning, development, delivery and overall administration of services for older adults. Refer to NMAC 9.2.1.7 (BB).
34. **“Poverty line”** means the official poverty line defined by the US Office of Management and Budget based on the most recent data available from the US Bureau of the Census, and adjusted by the US Secretary of Health & Human Services in accordance with the Community Services Block Grant Act, 42 USC. §9902 (2).
35. **“Pro bono”** means legal services performed without fee, or expectation of fee, to persons of limited means for the public good.
36. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
37. **“Priority issue areas”** means areas of law related to income, health care, long-term care, nutrition, housing, utilities, protective services, guardianship, abuse, neglect, exploitation, age discrimination, protective services, scams impacting the target population, qualifying for benefits and services, foreclosures and evictions.
38. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

39. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
40. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
41. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
42. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
43. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
44. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
45. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.
46. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
47. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
48. **“State (the State)”** means the State of New Mexico.
49. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.

50. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
51. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
52. **“Targeted Populations”** means older adults in the greatest economic and social need, particularly minority older adults with low incomes, homebound or institutionalized older adults, older adults residing in rural areas, individuals with disabilities, older adults with limited English-speaking ability and individuals with Alzheimer’s or related disorders and their caregivers, and grandparents raising their grandchildren.
53. **“Unit of Service”** means a measurement of time equal to one (1) hour.
54. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
55. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<http://www.nmaging.state.nm.us/partners.aspx>

Other relevant links:

New Mexico Taxation and Revenue Department:

<http://www.tax.newmexico.gov/>

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

New Mexico General Services Department – Pay Equity:

http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

The ALTSD State Plan (October 1, 2017-September 30, 2021):

https://www.nmaging.state.nm.us/uploads/files/2017_2021_State_Plan_1.pdf

New Mexico Administrative Code, NMAC 9.2.17 (Legal Assistance Services)

<http://164.64.110.239/nmac/parts/title09/09.002.0017.htm>

Older Americans Act, 42 USC §§3001 *et seq.*:

https://aoa.acl.gov/AoA_Programs/OAA/Reauthorization/2016/docs/Older-Americans-Act-of-1965-Compilation.pdf

45 CFR §1321.71 (Legal Assistance):

http://www.ecfr.gov/cgi-bin/text-idx?SID=419e4b2b65d6ddcd8a28cdc22f32128a&mc=true&node=se45.4.1321_171&rgn=div8

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	March 19, 2021
2. Acknowledgement of Receipt Form	Potential Offerors	March 29, 2021
3. Pre-Proposal Conference	Agency	March 31, 2021
4. Deadline to submit Written Questions	Potential Offerors	April 2, 2021
5. Response to Written Questions	Procurement Manager	April 6, 2021
6. Submission of Proposal	Potential Offerors	April 16, 2021
<i>The Dates below are Subject to Change</i>		
7.* Proposal Evaluation	Evaluation Committee	April 19-23, 2021
8.* Selection of Finalists	Evaluation Committee	April 26, 2021
9.* Finalize Contractual Agreements	Agency/Finalist Offerors	April 30, 2021
12.* Contract Awards	Agency/ Finalist Offerors	Upon approval by Contract Review Bureau for a July 1 start date.
13.* Protest Deadline	Offerors/Agency	+15 days

* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of the New Mexico State Aging and Long-Term Services on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Marlene Acosta at marlene.acosta@state.nm.us to have their organization placed on the procurement Distribution List. The form must be returned to

the Procurement Manager by 3:00 pm MST on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.F.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00AM MST/MDT via a Teams Meeting online. **Potential Offeror(s) are asked to contact the Procurement Manager no later than March 29, 2021 in order to be included on the Preproposal Conference Teams Meeting Invitation and are encouraged to submit written questions in advance of the conference to the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:
<http://www.nmaging.state.nm.us/partners.aspx>

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Hardcopy proposals will not be accepted.**

ALL OFFEROR PROPOSALS MUST BE RECEIVED **VIA EMAIL** FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED VIA EMAIL AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically via Email. Proposals submitted by facsimile, or other electronic means other than through the Procurement Managers Email given in this RFP, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. The finalist will be the Offeror receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References, Section IV. B. 3 Mandatory Specifications and Section IV.B.4 Desirable Specifications. >

9. Oral Presentations

Oral Presentations will **not** be held.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Aging & Long-Term Services Department
Office of General Counsel
2550 Cerrillos Road
Santa Fe, New Mexico 87505

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP,

as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.20. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. Electronic mail address required.

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which

reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

A copy of the certification must accompany Offeror's proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany Offeror's proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY

Proposals in response to this RFP must be submitted to the Procurement Managers Email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload

a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

i. **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :

- One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
- One (1) **redacted** (def. Section I.F.27) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;

b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

The ELECTRONIC proposal submission must be completely Emailed to the Procurement Manager by the submission deadline in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Response to Contract Terms and Conditions (from Section II.C.15)
- E. Offeror's Additional Terms and Conditions (from Section II.C.16)
- F. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
 1. Organizational Experience
 2. Organizational References
 3. Mandatory Specification
 4. Desirable Specification
 5. Financial Stability – (Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section II.B.1.a.i or Section II.B.2.a.i, as applicable)
 6. New Mexico Preferences (if applicable)
- G. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX D1, D2, D3, and D4)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

1. PURPOSE

The New Mexico Aging and Long-Term Services Department (NMALTSB) supports the provision of legal services to ensure the rights and entitlements of older adults by providing them with, or helping them to secure, legal assistance. The purpose of the Scope of Work is to define the responsibilities of the Contractor in support of this goal.

The intent of the contract is to foster the provision of high quality, cost-effective and accessible legal services to older adults. The Contractor must demonstrate an understanding of the unique characteristics of, and legal issues faced by, older adults in New Mexico and is responsible for planning and implementing direct legal assistance, outreach, and education activities, by engaging communities and individuals statewide, and for conducting systemic advocacy and impact litigation.

The Contractor shall administer and complete services pursuant to the terms of this Scope of Work.

2. TARGET POPULATION

- a) Older adults with greatest economic or social needs
- b) Older adults who are minorities with low incomes
- c) Older adults with limited English proficiency
- d) Homebound or institutionalized older adults
- e) Older adults residing in rural areas
- f) Adults with Alzheimer's or related disorders and their caregivers
- g) Grandparents raising their grandchildren

3. PRIORITY AREAS

In addition to serving the target population, the Contractor must implement methods to target specific "Priority Issue Areas," such as income, health care, long-term care, nutrition, housing, utilities, guardianship, abuse, neglect, exploitation, age discrimination, protective services, scams impacting the target population, qualifying for benefits and services, foreclosures and evictions.

4. DESIGNATED SERVICE AREA AND ELIGIBILITY

With the exception of Bernalillo County, the offeror shall provide legal services statewide to adults age 55 and older. In Bernalillo County, the offeror shall provide legal services to adults age 55 through 59, and adults over age 59 on a priority basis, when referred by an existing Bernalillo County legal provider unable to meet an older adult's legal needs. In accordance with the federal Older Americans Act (the "OAA"), the offeror must provide legal services to older adults, as set forth above, regardless of their income; as such, means testing is not allowed. However, the offeror may apprise older adults receiving services that they may voluntarily donate to the contractor for services. That being said, under no circumstances, may an older adult receiving services be coerced, pressured or refused legal services if he or she does not offer a donation.

Legal services provided for under this RFP must primarily focus on direct legal representation in priority issue areas related to income, health care, long-term care, nutrition, housing, utilities, guardianship, abuse, neglect, exploitation, age discrimination and protective services for older adults residing in the designated service areas.

5. RESPONSIBILITIES OF THE CONTRACTOR

The following services are to be delivered; however, the ALTSD shall review the Contractor's performance measures annually and may re-negotiate such performance measures as necessary to assure the legal needs of older adults are being met.

- a. Direct Legal Assistance: The Contractor shall provide a minimum of 6,451 hours (hereinafter referred to as "units") of direct legal assistance on a minimum of 3,865 new cases during the period of this contract. As used in this contract "cases" is defined as new requests for legal services by adults age 55 and older (with the exception of older adults in Bernalillo County, as set forth in the Designated Service Area and Eligibility section). For purposes of this contract, cases will not be counted towards the minimum number of units if they involve the same older adult on a substantially related matter. At least 50 percent of cases requiring referral to private panel attorneys shall be referred on a pro bono basis. The Contractor agrees that the following ALTSD division and program referrals shall be priority cases for legal assistance: the Consumer and Elder Rights, Adult Protective Services and Aging Network Divisions, as well as the Long-Term Care Ombudsman Program. As such, the Contractor shall contact the older adult requesting legal services within three business days of the initial inquiry and shall continue to make a good faith effort to connect with the older adult.
- b. Legal Clinics: The Contractor shall serve a minimum of 400 older adults per contract year. The Contractor shall conduct a minimum of 24 legal clinics lasting a minimum of two hours each. The Contractor will provide follow-up direct legal assistance or referral to any older adult requesting legal services if the matter is ongoing legitimate and requires additional legal assistance. The Contractor shall actively market and promote scheduled legal clinics through flyer distribution, website postings and inclusion in newsletters and newspapers. In addition, the Contractor shall notify the Area Agencies on Aging (AAAs) of upcoming clinics as well as the ALTSD using an ALTSD-provided event notification format so the ALTSD may list upcoming clinics on its public website. A schedule of planned legal clinics must be developed within the first two months of the beginning of the contract year, with a copy provided to the ALTSD. The Contractor must notify the ALTSD via email at least five business days prior to a scheduled clinic if changes to the schedule are unavoidable.

Clinic subject matter shall include but not be limited to: Power of Attorney forms, Advanced Health Care Directives, benefits, foreclosures and evictions, or any other emerging legal subject matter as agreed upon by ALTSD and the contractor.

- c. Community Education: The Contractor shall conduct a minimum of 4 community education or outreach events annually and serve a minimum of 550 older adults with the goal of providing self-help to older adults seeking legal advice. In addition, Contractor shall engage

with statewide community-based organizations, to coordinate these events. Community education events may include, but are not limited to, providing outreach via educational exhibits at the annual New Mexico Conference on Aging and other conferences pertaining to aging-related issues, including training provided to Aging Network providers, Adult Protective Services employees, the state Long-Term Care Ombudsman employees and volunteers, and AAA staff.

The Contractor shall create educational materials and other legal resources and distribute them statewide, in order to provide information about legal issues that older adults may face and available services and supports.

- d. Impact Litigation and Systemic Elder Rights Advocacy: The Contractor agrees to support the Aging Network in advocating on issues and developing strategies to improve the quality of life for older adults in New Mexico. Activities may include, but are not limited to, testimony on policy development at legislative sessions, presentations to probate judges and other legal staff, Medicaid advocacy and participation in legal seminars and public hearings.

6. STAFFING REQUIREMENTS

The Contractor shall establish and maintain staff positions to perform all contractual obligations: management, supervision, service provision coordination, accounting, data collection and reporting. Services must be provided by attorneys that are licensed and in good standing to practice law in the State of New Mexico. Legal assistance may be provided by law students, paralegals and/or other non-lawyers under the direct supervision of an attorney, provided that all legal assistance by non-lawyers complies with New Mexico law and New Mexico's Rules of Professional Conduct. Under no circumstances will the ALTSD cover any fees or costs associated with non-lawyers practicing law.

The Contractor further agrees to provide adequate supervision to all volunteers participating on this project. The project director (or designee) is to attend the New Mexico Conference on Aging annually, if the Conference takes place, and Aging Network Training events at least twice per year, if offered by the ALTSD, and other special meetings as called by the ALTSD.

7. PROGRAM REPORTING REQUIREMENTS

- a. **Monthly Report** - The Contractor shall collect and report the number of service units provided and the number of cases addressed utilizing the reporting template specified by the ALTSD. The due dates for the reports are: the 10th day of the month following the month in which the services were provided.
- b. **Quarterly Report** – The Contractor shall provide a summary of problem codes utilized for legal services under this contract utilizing the reporting template specified by the ALTSD. Due dates for quarterly reports are as follows:

October 10th: for 1st quarter activities (July 1 – September 30)
January 10th: for 2nd quarter activities (October 1- December 31)
April 10th: for 3rd quarter activities (January 1 – March 31)
July 10th: for 4th quarter activities (April 1 – June 30)

In its reports, the Contractor must identify the methodology it uses to verify the achievement of

outcomes. The Contractor must keep documentation that establishes the basis for determining whether or not it achieved the outcomes, as set forth in this Statement of Work and accompanying attachments.

8. FISCAL REQUIREMENTS

- a) The Contractor shall submit an annual budget and justification to coincide with awarded amounts within 15 days of the receipt of the awarded contract, or as requested by the ALTSD.
- b) The Contractor shall only expend contract funds as allowed in accordance with the ALTSD approved Scope of Work, this Agreement, the approved budget and the budget justification.
- c) The Contractor shall submit to the ALTSD on a monthly basis a request for reimbursement utilizing the form(s) provided by the ALTSD. Requests for reimbursement shall be due the 10th day of the month, for the prior month's expenditures until all funds are spent, and a final report shall be due each year within thirty days of the expenditure of all funds or thirty days after the termination of the Agreement, whichever occurs first.
- d) The Contractor shall submit to the ALTSD, as necessary, any budget adjustment request(s) for review and approval prior to March 31st of each year.

9. ADDITIONAL REQUIREMENTS

- a. **Audit** – For each fiscal year during the contract period, the Contractor shall provide at its expense a financial and compliance audit report from an independent auditor to the ALTSD. An official copy of the auditor's report shall be made available to the ALTSD within 15 days of receipt of the final audit report. The independent financial and compliance audit of the Contractor shall be conducted in accordance with generally accepted accounting principles.
- b. **Records** –
 - i. The Contractor's records shall be subject to inspection by the ALTSD, the New Mexico Department of Finance and Administration and the New Mexico State Auditor for all purposes except for the identification of clients served by the Contractor. The ALTSD shall have the right to audit all billings and monthly reports both before and after payment at its expense. Payment pursuant to this Agreement shall not prohibit the ALTSD from recovering excessive, illegal or improper payments made to the Contractor.
 - ii. The Contractor shall preserve and make available records for a period of three years from the termination of this Agreement and for such additional period, if any, as is required by applicable statute. Except that:
 1. If this Agreement is not completed or is partially terminated, the records relating to the work shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records relating to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims or exceptions have been disposed.
- c. **Confidentiality** - Without the express written consent of the older adult, under no circumstances shall legal assistance providers reveal any information that is protected by attorney-client privilege. The Contractor shall have procedures in place to assure client confidentiality, and under no circumstances shall the ALTSD be liable for the Contractor's (or any subcontractor's, including pro bono attorney's) breach of attorney-client privilege.
- d. **Insurance Requirements** - The Contractor shall maintain professional liability insurance adequate for attorney and non-attorney staff. Pro bono panel attorneys shall have private malpractice insurance or have malpractice insurance provided by the Contractor. The Contractor shall furnish to the ALTSD copies of the certificates of comprehensive and general liability insurance for all attorneys it contracts with pursuant to this Agreement, including pro bono panel attorneys, within five calendar days of executing this Agreement, or, if the attorney is not currently retained, then within five calendar days of any subcontract or pro bono referral.
- e. **Gross Receipts Tax** - The Contractor is responsible for all New Mexico gross receipts tax levied on the amount payable under this Agreement.
- f. **Participant Grievance** – The Contractor shall establish a process through which those requesting legal services (whether the request is accepted or denied) may resolve grievances in a timely and mutually satisfactory manner. The Contractor shall advise those requesting legal services in writing of the grievance policy, which shall include a description of the grievance and appeal process, including the right to a hearing.
- g. **Monitoring** –ALTSD monitoring of the Contract for compliance with performance measures shall be conducted throughout the term of the Contract, and shall include desk reviews of fiscal and programmatic documentation. In addition, the ALTSD shall conduct on-site compliance monitoring review (s), the frequency of which shall be determined by the ALTSD, at its sole discretion. The Contractor shall cooperate with ALTSD staff in the monitoring process by granting reasonable access to the Contractor's program and fiscal related records (both electronic and hard copy). Upon request in writing from the ALTSD, the Contractor shall provide records or access to ALTSD staff within 15 business days of the request, unless an extension is granted by the ALTSD.

The Contractor shall abide by all definitions and terms, the designated service area and this Scope of Work as outlined in the Request for Proposals (RFP) for Legal Services for Older Adults in New Mexico and the Contractor's written proposal in response to the RFP.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a. Describe the mission of the organization, its history and legal status (501c3 and the like). Describe the structure of the organization and how it proposes to successfully deliver the work required in the scope of this procurement. Provide a response conveying how the organization is uniquely suited to implement high quality program(s). Demonstrate and convey a complete understanding of the unique characteristics of, and legal issues faced by, the older adult population. Describe any organizational policy board and/or advisory council, including the authority and function of the policy making or advisory authority. Include a list of board members, if applicable, and an Organizational Chart under Tab F (Other Supporting Material).
- b. Describe the organization's experience coordinating and providing statewide legal assistance to older adults. Thoroughly describe how the Offeror has implemented and managed similar projects, including the extent of the Offeror's applied experience, expertise and knowledge in providing complex, culturally responsive, multi-faceted legal assistance, as defined in the Definitions of Terminology section of this RFP. Describe the Offeror's prior experience in fiscally managing comparable projects. Thoroughly describe the financial controls in place to ensure the financial integrity of all organizational funds.

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Mandatory Specification

1. Describe how the organization intends to provide pro bono legal assistance (without using a means test) in the identified priority issue areas to eligible older adults who reside in the designated service areas. Demonstrate the Offeror's ability to focus its delivery of comprehensive legal services to meet the needs of older adults according to the following components:
 - a. Direct "Legal Assistance" – must be at least **70 percent (70%)** of the legal services provided. This must include two separate service delivery methods:
 1. In-house direct legal assistance or information provided through an attorney-client relationship between older adults and in-house counsel and/or properly supervised law students, paralegals and/or other non-attorneys; and
 2. Referrals of older adults to pro bono attorneys for direct legal representation;
 - b. Legal Clinics – must be at least **20 percent (20%)** of the legal services provided. The clinics shall assist older adults in their own communities through presentations by attorneys, on-site delivery of legal assistance to those with simple legal problems and referrals and/or in-house representation for those who need additional legal assistance. Clinics must facilitate access for older adults to legal assistance programs.
 - c. Community Education – must be at least **5 percent (5%)** of the legal services provided. Community education events may include, but are not limited to, the annual NM Conference on Aging, other conferences pertaining to aging-related issues, training events for Aging Network providers, and in-service training for Adult Protective Services employees, state Long-Term Care Ombudsman employees and volunteers, and AAA staff. Outreach via distribution of brochures and newsletters, media campaigns, and attorney training and/or mentoring may also be included as community education.
 - d. Impact Litigation and Systemic Elder Rights Advocacy – must be at least **5 percent (5%)** of the legal services provided and may include advocacy on issues that affect older adults and developing strategies to improve the quality of life for older New Mexicans.

These percentages may be negotiated during the duration of the contract between the contractor and the contract manager.

2. Direct Legal Assistance

- a. Describe in detail a plan to provide direct legal assistance to older adults, to include the following components:
 - i. General statement of need for direct legal assistance;
 - ii. Geographic areas to be served;

- iii. Outreach and publicity efforts;
- iv. Case procedures and eligibility;
- v. Intake and case screening process;
- vi. Case tracking and data management and reporting systems;
- vii. Case closure procedures;
- viii. Days and hours of operation; and
- ix. Process for accessing the program.
 - x. Include how direct legal assistance will occur if public health orders prevent in-person interaction.
- b. Describe the process to determine which cases will be referred to members of the private bar on a pro bono and reduced fee basis and which cases will be deemed appropriate for in-house counsel.
- c. Describe the protocol for referring cases and address case priority referrals and non-priority referrals.
- d. Describe protocol for cases handled by in-house counsel and program staff. Specifically address the use of law students, paralegals, and other non-attorney staff, if applicable, and how attorneys will provide training, mentoring and direct supervision of these non-attorneys.
- e. Describe the specific plan for targeting older adults in greatest economic and social need, particularly minority older adults with low-incomes, older adults residing in rural areas, older adults with limited English proficiency, homebound or institutionalized older adults, and adults with Alzheimer's or related disorders and their caregivers.
- f. Describe the plan to provide legal assistance in the principal language spoken where significant numbers of older adults do not speak English.
- g. Describe recruitment and retention efforts for a pro bono panel of private attorneys.
- h. Describe training and/or mentoring of (a) in-house counsel and (b) a referral panel of private attorneys.
- i. Identify the proposed number of cases to be handled and the units of service to be provided (a unit of service equals to one hour).
- j. Identify how cases requiring litigation, including post-decree cases, will be handled.

- k. Describe any proposed collaborative efforts with other legal services providers, particularly those designed to leverage services.
- l. Describe the efforts and commitment to work with the AAAs and the ALTSD, including the state Long-Term Care Ombudsman Program, Adult Protective Services, Benefits Counseling Programs, and Aging Network providers.

3. Legal Clinics

- a. Describe in detail a plan to coordinate and schedule legal clinics for older adults, to include the following components:
 - i. General statement of need for providing legal clinics;
 - ii. Geographic areas to be served;
 - iii. Outreach and publicity efforts;
 - iv. Legal topics to be addressed;
 - v. Pre-screening efforts;
 - vi. Intake and case screening process; and
 - vii. Case follow-up procedures.
 - viii. Include how these clinics will be performed, or what alternate services will be provided, in the event that public health orders prevent in-person presentations.
- b. Identify whether private attorneys, in-house counsel and program staff, or a combination of these persons, will be used to conduct legal clinics.
- c. Describe the plan to provide legal assistance in the principal language(s) spoken where significant numbers of older adults do not speak English.
- d. Describe the planning process for scheduling legal clinics, to include engagement with local communities and providers in the planning and coordination of these clinics, and which communities throughout the state will be served. Include how or if the planning process will differ in the event that public health orders prevent in-person clinics, or if social distancing measures must be implemented for the clinics to occur in-person.
- e. Describe any strategies for increasing attendance and participation at legal clinics statewide, specifically in the rural areas of the state. Include how attendance and participation will be encouraged if public health orders prevent in-person presentations.
- f. Describe the plan to provide legal clinics in the principal language(s) spoken where significant numbers of older adults do not speak English.

- g. Describe the process for providing direct legal assistance to older adults served at legal clinics and to older adults served at a later date by referral attorneys or in-house counsel/program staff. Identify the proposed number of persons to be served and units of service. Include how direct legal assistance will occur if public health orders prevent in-person interaction.
- h. Describe the organization's ability to provide legal assistance related to the priority areas of income, health care, long-term care, nutrition, housing, utilities, guardianship, abuse, neglect, exploitation, age discrimination, and protective services.
- i. Describe any proposed collaborative efforts with other legal services providers, particularly by those designed to leverage services.

4. Community Education

- a. Describe in detail a plan to provide community education. Include the following components:
 - 1. General statement of need for community education
 - 2. Geographic areas to be served;
 - 3. Type of educational activity performed; and
 - 4. Outreach and publicity efforts.
 - 5. A plan for how this would be achieved with potential public health order restrictions, and how this would be achieved once those restrictions are lifted;
- b. Describe any educational materials to be developed and/or used.
- c. Describe any proposed collaborative efforts with other legal services providers, particularly by those designed to leverage services.
- d. Describe the planning process for scheduling community education events, to include engagement with local communities and providers in the planning and coordination of these events, and which communities throughout the state will be served.

5. Impact Litigation and Systemic Elder Rights Advocacy

- a. Describe a detailed plan to identify problems and issues related to the legal needs of older adults and a method to systemically address these needs. Include the following components:
 - 1) General statement of need to provide impact litigation and systemic elder rights advocacy;
 - 2) Geographic areas to be served;

- 3) Outreach efforts;
 - 4) Coalition building;
 - 5) Supports for grass roots organizing; and
 - 6) Supports for legislative action.
- b. Describe how the success of advocacy efforts will be measured and evaluated.
 - c. Describe how systemic advocacy efforts will relate to any direct legal assistance provided.

ii. Evaluation

- a. Describe how staff effectiveness, cost efficiency and progress in achieving program objectives will be monitored and evaluated. **Provide a sample report demonstrating how service delivery will be measured and reported.**
- b. Describe the procedures to be used to assure client confidentiality.
- c. Describe the mechanism and procedures for addressing grievances and measuring client satisfaction.
- d. Describe the method to be used to notify clients that they may voluntarily contribute to the program.

iii. Staff Qualifications

- a. Define the core team that will implement the proposed project, and list the qualifications and experience of those currently on the Offeror's staff. Include any relevant certifications and credentials, continuing education and years of experience required to effectively deliver the required services. The Offeror must employ adequate and qualified staff to accomplish the goals and objectives of the project. Additional positions and use of volunteers are to be described as well. Describe the policies and procedures established to ensure appropriate certification and/or licensure and background checks, as required. Describe the qualifications and experience of the person(s) responsible for fiscal management of the proposed project(s). Attach a current resume for each key team member currently on the Offeror's staff under Tab F, Other Supporting Material.

4. Desirable Specification

a. Additional Services

While the primary focus of this RFP is the delivery of direct pro bono legal assistance to older adults, the Agency may award up to (50) fifty points to Offerors whose proposals include providing additional legal assistance on a reduced fee and/or fee generating basis within the limits set forth in 45 CFR § 1321.71(g).

1. Reduced Fee and/or Fee Generating Cases

Describe any plan to take or refer reduced fee and/or fee generating cases within the limits set forth in 45 CFR § 1321.71(g). Include the following components:

1. Geographic areas to be served;
 2. Case priorities;
 3. Method to be utilized to determine reduced fee;
 4. Sliding fee scale options; and
 5. Accounting methods, if applicable, for program income generated by reduced fee and/or fee generating cases.
- b. Describe any plan to provide follow-up regarding cases which have been referred to a private attorney.

C. BUSINESS SPECIFICATIONS

1. Financial Stability (Pass/Fail)

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

4. Cost

Offerors must complete the Cost Response Form in APPENDICES D, D.1, D.2, D.3, and D.4. Cost will be measured by:

C.4.i	Line Item Budget	(Appendix D)	75 of 300 TCP
C.4.ii	Budget Narrative	(Appendix D.1)	75 of 300 TCP
C.4.iii	Leveraged Share	(Appendix D.2)	75 of 300 TCP
C.4.iv	Proposed Level of Service	(Appendix D.3)	50 of 300 TCP
C.4.v	Proposal Summary Sheet	(Appendix D.4)	25 of 300 TCP

Offerors must complete Appendices D, D.1, D.2, D.3 and D.4

C.4.i: All costs for the complete delivery of the required services must be entered in the Line Item Budget (Appendix D).

C.4.ii: Offerors must complete the Budget Narrative (Appendix D.1) and provide a definitive, clear and accurate description detailing the proposed budget amounts listed in the proposed Line Item Budget.

C.4.iii: Offerors must complete the Leveraged Share (Additional Funding Sources) (Appendix D.2). The narrative shall include a description of the leveraged funding.

C.4.iv: Offerors must complete the Proposed Level of Service (Appendix D.3) and provide the proposed rate or cost and level of service information for the four service components required of the project, as set forth in this RFP.

C.4.v: Offerors must complete Appendix D.4. Points will be awarded based on the overall Proposed Cost in response to this requirement. The evaluation each Offeror's Proposed Cost will be conducted using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Proposed Cost}}{\text{Offeror's Proposed Cost}} \times \text{Maximum Points Allowed (25)}$$

5. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	150
B. 2. Organizational References	100
B. 3. Mandatory Specification (sections i-iii)	400 Total Points
i. Service Delivery (program description)	250
ii. Evaluation	75
iii. Staff Qualifications	75
B. 4. Desirable Specification	50
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C.4.i-v Cost (Appendix D, D.1, D.2, D.3 and D.4)	300 Total Cost Points
C.4.i Line Item Budget (Appendix D)	75
C.4.ii Budget Narrative (Appendix D.1)	75
C.4.iii Leveraged Share (Appendix D.2)	75
C.4.iv Proposed Level of Service (Appendix D.3)	50
C.4.v Proposal Summary Sheet (Appendix D.4)	25
TOTAL POINTS AVAILABLE	1,000
C.5. New Mexico Preference - Resident Vendor Points per Section IV C. 7	50
C.5. New Mexico Preference - Resident Veterans Points per Section IV C.7	100

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (150 Points)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and

well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Organizational References (100 Points)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. B.3 Mandatory Specifications (400 Total Points)

i. Program Description (250 Points)

Points will be awarded based on suitability, value, thoroughness, clarity of described approach, conveyance of understanding of the SOW and the perceived validity of the response.

ii. Evaluation (75 Points)

Points will be awarded based on the thoroughness and validity of the measures to be utilized in evaluating, monitoring, and reporting effectiveness of the proposed activities and the application of the results in improving services.

iii. Staff Qualifications (75 Points)

Points will be awarded based on the proposed core team members associated knowledge, skills, abilities and required licensure/certifications as required to assure effective program delivery and fiscal oversight.

4. B.4 Desirable Specifications (50 Points)

Points will be awarded based on the suitability, value, thoroughness, clarity, breadth and depth of the strategy cited, conveyance of understanding and the perceived validity of the response.

5. C.1 Financial Stability (PASS/FAIL)

Pass/Fail only. No points assigned.

6. C.2 Letter of Transmittal (PASS/FAIL)

Pass/Fail only. No points assigned.

7. C.3 Campaign Contribution Disclosure Form (PASS/FAIL)

Pass/Fail only. No points assigned.

8. C.4 Cost (300 Total Points)

Scored Line Item Budget, Budget Narrative, Leveraged Share, Proposed Level of Service and Proposal Summary. (Appendices D, D.1, D.2, D.3 and D.4)

C.4.i	Line Item Budget	(Appendix D) (75 Points)
C.4.ii	Budget Narrative	(Appendix D.1) (75 Points)
C.4.iii	Leveraged Share	(Appendix D.2) (75 Points)
C.4.iv	Proposed Level of Service	(Appendix D.3) (50 Points)
C.4.v	Proposal Summary Sheet	(Appendix D.4) (25 Points)

Offerors must complete APPENDICES D., D.1, D.2, D.3, and D.4)

C.4.i: All costs for the complete delivery of the required services must be entered in the Line Item Budget (Appendix D).

C.4.ii: Offerors must complete the Budget Narrative in (Appendix D.1) and provide a definitive, clear and accurate description detailing the proposed budget amounts listed in the proposed Line Item Budget.

C.4.iii: Offerors must complete the Leveraged Share (Additional Funding Sources) in (Appendix D.2). The narrative shall include a description of the leveraged funding as required.

C.4.iv: Offerors must complete the Proposed Level of Service (Appendix D.3) and provide proposed rate/cost and level of service information for the four (4) service components required of the project, as set forth in this RFP.

C.4.v: Offerors must complete Appendix D.4. Points will be awarded based on the overall Proposed Cost in response to this requirement. The evaluation each Offeror’s Proposed Cost will be conducted using the following formula:

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{This Offeror's Cost}} \times 25 \text{ Awarded Points}$$

9. C.5. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Resident Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Business is 5% of the total points available in this RFP.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

**Legal Services for Older Adults
21-62400-4000-01452**

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than **3:00 PM on March 29 2021**. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX F.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____

PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Marlene Acosta, Procurement Manager
Legal Services for Older Adults in New Mexico RFP# 21-62400-4000-01452
Aging & Long-Term Services Department
E-mail: marlene.acosta@state.nm.us
Subject Line: Legal Services for Older Adults 21-62400-4000-01452

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money

or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C
DRAFT CONTRACT

The Agreement included in this Appendix C represents the Professional Services Contract the Agency intends to use to make an award. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT

PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **AGING & LONG-TERM SERVICES DEPARTMENT**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work per Attachment 1, Scope of Work.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed as outlined in the budget which is made part of the Agreement as per Attachment 2. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$_____.** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **June 30, 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate

immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all

applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing

Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:

Emily Luke

Assistant General Counsel

Aging & Long-Term Services Department

8500 Menaul Blvd NE, Suite B-350

Albuquerque, NM 87112

To the Contractor:

[insert name, address and email].

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

By: _____ Date: _____

Katrina Hotrum-Lopez, Cabinet Secretary
Aging & Long-Term Services Department

By: _____ Date: _____

Sarah Jacobs Chief Legal Counsel – Certifying legal sufficiency
Aging & Long-Term Services Department

By: _____ Date: _____

Valerie Garcia, Chief Financial Officer
Aging & Long-Term Services Department

By: _____ Date: _____

Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **00-000000-00-0**

By: _____ Date: _____

Taxation and Revenue Department

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: _____ Date: _____

GSD/SPD Contracts Review Bureau

ATTACHMENT 1

SCOPE OF WORK

1. PURPOSE

The New Mexico Aging and Long-Term Services Department (NMALTSB) supports the provision of legal services to ensure the rights and entitlements of older adults by providing them with, or helping them to secure, legal assistance. The purpose of the Scope of Work is to define the responsibilities of the Contractor in support of this goal.

The intent of the contract is to foster the provision of high quality, cost-effective and accessible legal services to older adults. The Contractor must demonstrate an understanding of the unique characteristics of, and legal issues faced by, older adults in New Mexico and is responsible for planning and implementing direct legal assistance, outreach, and education activities, by engaging communities and individuals statewide, and for conducting systemic advocacy and impact litigation.

The Contractor shall administer and complete services pursuant to the terms of this Scope of Work.

2. TARGET POPULATION

- a) Older adults with greatest economic or social needs
- b) Older adults who are minorities with low incomes
- c) Older adults with limited English proficiency
- d) Homebound or institutionalized older adults
- e) Older adults residing in rural areas
- f) Adults with Alzheimer's or related disorders and their caregivers
- g) Grandparents raising their grandchildren

3. PRIORITY AREAS

In addition to serving the target population, the Contractor must implement methods to target specific "Priority Issue Areas," such as income, health care, long-term care, nutrition, housing, utilities, guardianship, abuse, neglect, exploitation, age discrimination, protective services, scams impacting the target population, qualifying for benefits and services, foreclosures and evictions.

4. DESIGNATED SERVICE AREA AND ELIGIBILITY

With the exception of Bernalillo County, the offeror shall provide legal services statewide to adults age 55 and older. In Bernalillo County, the offeror shall provide legal services to adults age 55 through 59, and adults over age 59 on a priority basis, when referred by an existing Bernalillo County legal provider unable to meet an older adult's legal needs. In accordance with the federal Older Americans Act (the "OAA"), the offeror must provide legal services to older adults, as set forth above, regardless of their income; as such, means testing is not allowed. However, the offeror may apprise older adults receiving services that they may voluntarily donate to the contractor for services. That being said, under no circumstances, may an older adult receiving services be coerced, pressured or refused legal services if he or she does not offer a donation.

Legal services provided for under this RFP must primarily focus on direct legal representation in priority issue areas related to income, health care, long-term care, nutrition, housing, utilities, guardianship, abuse, neglect, exploitation, age discrimination and protective services for older adults residing in the designated service areas.

5. RESPONSIBILITIES OF THE CONTRACTOR

The following services are to be delivered; however, the ALTSD shall review the Contractor's performance measures annually and may re-negotiate such performance measures as necessary to assure the legal needs of older adults are being met.

a. **Direct Legal Assistance:** The Contractor shall provide a minimum of 6,451 hours (hereinafter referred to as "units") of direct legal assistance on a minimum of 3,865 new cases during the period of this contract. As used in this contract "cases" is defined as new requests for legal services by adults age 55 and older (with the exception of older adults in Bernalillo County, as set forth in the Designated Service Area and Eligibility section). For purposes of this contract, cases will not be counted towards the minimum number of units if they involve the same older adult on a substantially related matter. At least 50 percent of cases requiring referral to private panel attorneys shall be referred on a pro bono basis. The Contractor agrees that the following ALTSD division and program referrals shall be priority cases for legal assistance: the Consumer and Elder Rights, Adult Protective Services and Aging Network Divisions, as well as the Long-Term Care Ombudsman Program. As such, the Contractor shall contact the older adult requesting legal services within three business days of the initial inquiry and shall continue to make a good faith effort to connect with the older adult.

b. **Legal Clinics:** The Contractor shall serve a minimum of 400 older adults per contract year. The Contractor shall conduct a minimum of 24 legal clinics lasting a minimum of two hours each. The Contractor will provide follow-up direct legal assistance or referral to any older adult requesting legal services if the matter is ongoing legitimate and requires additional legal assistance. The Contractor shall actively market and promote scheduled legal clinics through flyer distribution, website postings and inclusion in newsletters and newspapers. In addition, the Contractor shall notify the Area Agencies on Aging (AAAs) of upcoming clinics as well as the ALTSD using an ALTSD-provided event notification format so the ALTSD may list upcoming clinics on its public website. A schedule of planned legal clinics must be developed within the first two months of the beginning of the contract year, with a copy provided to the ALTSD. The Contractor must notify the ALTSD via email at least five business days prior to a scheduled clinic if changes to the schedule are unavoidable.

Clinic subject matter shall include but not be limited to: Power of Attorney forms, Advanced Health Care Directives, benefits, foreclosures and evictions, or any other emerging legal subject matter as agreed upon by ALTSD and the contractor.

c. **Community Education:** The Contractor shall conduct a minimum of 4 community education or outreach events annually and serve a minimum of 550 older adults with the goal of providing self-help to older adults seeking legal advice. In addition, Contractor shall engage with statewide community-based organizations, to coordinate these events. Community education events may include, but are not limited to, providing outreach via educational exhibits at the annual New Mexico Conference on Aging and other conferences pertaining to aging-related

issues, including training provided to Aging Network providers, Adult Protective Services employees, the state Long-Term Care Ombudsman employees and volunteers, and AAA staff.

The Contractor shall create educational materials and other legal resources and distribute them statewide, in order to provide information about legal issues that older adults may face and available services and supports.

d. Impact Litigation and Systemic Elder Rights Advocacy: The Contractor agrees to support the Aging Network in advocating on issues and developing strategies to improve the quality of life for older adults in New Mexico. Activities may include, but are not limited to, testimony on policy development at legislative sessions, presentations to probate judges and other legal staff, Medicaid advocacy and participation in legal seminars and public hearings.

6. STAFFING REQUIREMENTS

The Contractor shall establish and maintain staff positions to perform all contractual obligations: management, supervision, service provision coordination, accounting, data collection and reporting. Services must be provided by attorneys that are licensed and in good standing to practice law in the State of New Mexico. Legal assistance may be provided by law students, paralegals and/or other non-lawyers under the direct supervision of an attorney, provided that all legal assistance by non-lawyers complies with New Mexico law and New Mexico's Rules of Professional Conduct. Under no circumstances will the ALTSD cover any fees or costs associated with non-lawyers practicing law.

The Contractor further agrees to provide adequate supervision to all volunteers participating on this project. The project director (or designee) is to attend the New Mexico Conference on Aging annually, if the Conference takes place, and Aging Network Training events at least twice per year, if offered by the ALTSD, and other special meetings as called by the ALTSD.

7. PROGRAM REPORTING REQUIREMENTS

a. Monthly Report - The Contractor shall collect and report the number of service units provided and the number of cases addressed utilizing the reporting template specified by the ALTSD. The due dates for the reports are: the 10th day of the month following the month in which the services were provided.

b. Quarterly Report – The Contractor shall provide a summary of problem codes utilized for legal services under this contract utilizing the reporting template specified by the ALTSD. Due dates for quarterly reports are as follows:

October 10th: for 1st quarter activities (July 1 – September 30)

January 10th: for 2nd quarter activities (October 1- December 31)

April 10th: for 3rd quarter activities (January 1 – March 31)

July 10th: for 4th quarter activities (April 1 – June 30)

In its reports, the Contractor must identify the methodology it uses to verify the achievement of outcomes. The Contractor must keep documentation that establishes the basis for determining whether or not it achieved the outcomes, as set forth in this Statement of Work and accompanying attachments.

8. FISCAL REQUIREMENTS

- a) The Contractor shall submit an annual budget and justification to coincide with awarded amounts within 15 days of the receipt of the awarded contract, or as requested by the ALTSD.
- b) The Contractor shall only expend contract funds as allowed in accordance with the ALTSD approved Scope of Work, this Agreement, the approved budget and the budget justification.
- c) The Contractor shall submit to the ALTSD on a monthly basis a request for reimbursement utilizing the form(s) provided by the ALTSD. Requests for reimbursement shall be due the 10th day of the month, for the prior month's expenditures until all funds are spent, and a final report shall be due each year within thirty days of the expenditure of all funds or thirty days after the termination of the Agreement, whichever occurs first.
- d) The Contractor shall submit to the ALTSD, as necessary, any budget adjustment request(s) for review and approval prior to March 31st of each year.

9. ADDITIONAL REQUIREMENTS

a. Audit – For each fiscal year during the contract period, the Contractor shall provide at its expense a financial and compliance audit report from an independent auditor to the ALTSD. An official copy of the auditor's report shall be made available to the ALTSD within 15 days of receipt of the final audit report. The independent financial and compliance audit of the Contractor shall be conducted in accordance with generally accepted accounting principles.

b. Records –

i. The Contractor's records shall be subject to inspection by the ALTSD, the New Mexico Department of Finance and Administration and the New Mexico State Auditor for all purposes except for the identification of clients served by the Contractor. The ALTSD shall have the right to audit all billings and monthly reports both before and after payment at its expense. Payment pursuant to this Agreement shall not prohibit the ALTSD from recovering excessive, illegal or improper payments made to the Contractor.

ii. The Contractor shall preserve and make available records for a period of three years from the termination of this Agreement and for such additional period, if any, as is required by applicable statute. Except that:

1. If this Agreement is not completed or is partially terminated, the records relating to the work shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records relating to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims or exceptions have been disposed.

c. Confidentiality - Without the express written consent of the older adult, under no circumstances shall legal assistance providers reveal any information that is protected by attorney-client privilege. The Contractor shall have procedures in place to assure client confidentiality, and under no circumstances shall the ALTSD be liable for the Contractor's (or any subcontractor's, including pro bono attorney's) breach of attorney-client privilege.

d. Insurance Requirements - The Contractor shall maintain professional liability insurance adequate for attorney and non-attorney staff. Pro bono panel attorneys shall have private malpractice insurance or have malpractice insurance provided by the Contractor. The Contractor shall furnish to the ALTSD copies of the certificates of comprehensive and general liability insurance for all attorneys it contracts with pursuant to this Agreement, including pro bono panel attorneys, within five calendar days of executing this Agreement, or, if the attorney is not currently retained, then within five calendar days of any subcontract or pro bono referral.

e. Gross Receipts Tax - The Contractor is responsible for all New Mexico gross receipts tax levied on the amount payable under this Agreement.

f. Participant Grievance – The Contractor shall establish a process through which those requesting legal services (whether the request is accepted or denied) may resolve grievances in a timely and mutually satisfactory manner. The Contractor shall advise those requesting legal services in writing of the grievance policy, which shall include a description of the grievance and appeal process, including the right to a hearing.

g. Monitoring –ALTSD monitoring of the Contract for compliance with performance measures shall be conducted throughout the term of the Contract, and shall include desk reviews of fiscal and programmatic documentation. In addition, the ALTSD shall conduct on-site compliance monitoring review (s), the frequency of which shall be determined by the ALTSD, at its sole discretion. The Contractor shall cooperate with ALTSD staff in the monitoring process by granting reasonable access to the Contractor’s program and fiscal related records (both electronic and hard copy). Upon request in writing from the ALTSD, the Contractor shall provide records or access to ALTSD staff within 15 business days of the request, unless an extension is granted by the ALTSD.

**ATTACHMENT 2
BUDGET**

***Budget language with specific cost will be added when the contract is ready for award and put in this section. This will be based on the cost response of the awarded vendor.**

APPENDICES D, D.1, D.2, D.3, and D.4

APPENDIX D

LINE-ITEM BUDGET INSTRUCTIONS

GENERAL:

Appendix D is a line-item budget to itemize funding requested from the ALTSD for the contract year.

Unallowable costs include, but are not limited to, the purchase of lease or land; the purchase of vehicles; the purchase of buildings and structures; and major remodeling of buildings and structures. Capital purchases costing more than \$5,000 must be approved by the ALTSD prior to purchase. Title to any capital purchases made with funds awarded through this RFP remains with the ALTSD.

SPECIFIC:

There are seven (7) category totals and one grand total. The category totals are the sum of the following:

1. Personnel Expenses

Under Position/Title Description, list each staff position of the organization employed to carry out program-related activities separately and provide salary and percentage of effort as percentage of FTE devoted to this award. Each staff person's role listed in the budget must be described in the application narrative and each staff person mentioned in the narrative must be listed in the budget as either ALTSD or grantee share, or both.

2. Personnel Fringe

Under Purpose/Description, identify the types of fringe benefits to be covered and the costs of benefits for each staff position. Allowable fringe benefits typically include FICA, SUTA, Worker's Compensation, Retirement, Health and Life Insurance, IRA and 401K. Either provide a calculation for total benefits as a percentage of the salaries to which they apply or list each benefit as a separate item. Holidays, leave and other similar benefits are not included in fringe benefit rates, but are absorbed into the personnel expenses (salary) budget line item.

3. Travel

Describe the purpose for which program staff will travel. Provide a calculation that includes itemized costs for airfare, transportation, lodging, per diem, and other travel-related expenses multiplied by the number of trips per staff member.

4. Supplies and Equipment

Include the amount of funds to purchase consumable supplies and materials. Purchase of capital items (items over \$5,000) are unallowable under this contract unless a written request is provided in advance and approved by the ALTSD.

5. Contractual and Consultant Services

Include costs for consultants related to the project's operations, except training consultants, which are to be listed in Section 6, below. Indicate the rates of pay and total costs proposed and the service(s) to be contracted. Costs for project evaluation activities may be included.

6. Staff Training

Include the costs associated with training staff regarding project requirements and training staff to enhance skills needed for effective project implementation, such as project or financial management, team building, and the like. If using a consultant(s) for training, indicate the estimated daily rate.

7. Other Program Operating Costs

Allowable costs in this budget category include, when applicable, office or venue rental space; utilities; telephone; internet; printing; postage; marketing/advertising; and other costs associated with fulfilling the project requirements.

**APPENDIX D
LINE-ITEM BUDGET FORM**

RFP #21-62400-4000-01452

Offeror Name _____ Completed By _____

LEGAL SERVICES FOR OLDER ADULTS IN NEW MEXICO PROJECT BUDGET

1. PERSONNEL EXPENSES					
Position/Title	FTE	Pay Rate	Total Amount	ALTSD Share	Leveraged Share
TOTALS					

2. PERSONNEL FRINGE				
Purpose/Description	Calculation	Total Amount	ALTSD Share	Leveraged Share
TOTALS				

APPENDIX D.1
BUDGET NARRATIVE INSTRUCTIONS

GENERAL:

The Offeror must complete and return a Budget Narrative (Appendix D) and describe and justify in detail all proposed line-item expenditures to fully support the proposed project funding.

SPECIFIC:

Column 1 – (Line Item) Enter each line item included in the Budget.

Column 2 – (Base Request) – Enter the total amount supporting each line item as proposed in the Line-Item Budget. This shall include both the ALTSD and Leveraged Share amounts.

Column 3 – Justification/Description

Provide a detailed narrative that supports the TOTAL line-item amount. This information shall include the basis supporting the amount proposed. (For example: pay rates, mileage, reimbursement rates, and individual benefit costs and the like.)

NOTE: Verify that the total amount listed in the Base Amount column equals the grand total listed in the Line-Item Budget (Appendix D)

APPENDIX D.1 BUDGET NARRATIVE

RFP # 21-62400-4000-01452

<u>COLUMN 1</u> LINE ITEM	<u>COLUMN 2</u> BASE AMOUNT \$	<u>COLUMN 3</u> JUSTIFICATION/DESCRIPTION

APPENDIX D.2
RFP#21-62400-4000-01452
LEVERAGED SHARE (OTHER FUNDING SOURCES) INSTRUCTIONS

Appendix D.2 shall be completed to describe the sources of leveraged funds proposed to deliver the required services. This shall include the length of commitment of leveraged funds and a plan to sustain and increase leveraged funds for the duration of the contract.

OTHER FUNDING SOURCES (Description) - Enter the source of the funding.

AMOUNT \$ - Enter the total amount of leveraged funding from the Non-ALTSD source(s) to be contributed to meeting the requirements outlined in the SOW.

SUMMARY/PLAN - Provide an overall summary narrative to include the length of commitment of leveraged funds and a plan to sustain and increase leveraged funds for the duration of the contract.

LEVERAGED SHARE (OTHER FUNDING SOURCES) APPENDIX D.2

RFP # 21-62400-4000-01452

<u>OTHER FUNDING SOURCES</u>	<u>AMOUNT \$</u>	<u>SUMMARY/PLAN</u>

APPENDIX D.3

PROPOSED LEVEL OF SERVICE

APPENDIX D. 3

PROPOSED LEVEL OF SERVICE

RFP # 21-62400-4000-01452

1. SERVICE COMPONENT: DIRECT LEGAL ASSISTANCE		
a. Provide the reimbursement rate proposed for Direct Legal Assistance, an estimate of the number of cases to be handled, and the proposed number of hours to be provided, for the period July 1, 2021 - June 30, 2022.		
<i>Proposed Rate:</i> \$ _____ per _____ (hour, case, client)	<i>Proposed number of Cases:</i> _____	<i>Proposed number of Direct Legal Assistance Hours:</i> _____
b. Provide a rate justification that integrates the budget with the program goals and required performance measures. Identify the basis used in establishing the reimbursement rate with respect to the services proposed.		
<i>Rate Justification: (use additional sheets if necessary)</i>		

2. SERVICE COMPONENT: LEGAL CLINICS		
a. Provide the reimbursement rate/cost proposed for conducting Legal Clinics statewide and the proposed number of units/activities, for the period July 1, 2021 - June 30, 2022.		
<i>Proposed Rate/Cost Per Activity or Unit:</i> _____	<i>Proposed Number of Activities:</i> _____	<i>Proposed Number of Older Adults to be Served:</i> _____
<i>Cost Justification: (use additional sheets if necessary)</i>		

3. SERVICE COMPONENT: COMMUNITY EDUCATION

Provide the reimbursement rate/cost proposed for conducting Community Education events statewide and the proposed number of units/activities, for the period July 1, 2021 - June 30,2022.

<i>Proposed Rate/Cost Per Activity or Unit:</i> _____	<i>Proposed Number of Activities:</i> _____	<i>Proposed Number of Individuals to be Served:</i> _____
----------------------------------------------------------	------------------------------------------------	--------------------------------------------------------------

Cost Justification: (use additional sheets if necessary)

4. SERVICE COMPONENT: IMPACT LITIGATION & SYSTEMIC ELDER RIGHTS ADVOCACY

Provide the reimbursement rate/cost proposed for conducting statewide Impact Litigation & Systemic Elder Rights Advocacy activities and the proposed number of units/activities, for the period July 1, 2021 - June 30, 2022.

<i>Proposed Rate/Cost Per Activity or Unit:</i> _____	<i>Proposed Number of Activities:</i> _____	<i>Proposed Number of Older Adults to be Served:</i> _____
----------------------------------------------------------	------------------------------------------------	---------------------------------------------------------------

Cost Justification: (use additional sheets if necessary)

APPENDIX D. 4

PROPOSAL SUMMARY SHEET

Proposal Summary Sheet
RFP #21-62400-4000-01452

Name of Organization: _____

Address: _____

Authorized Contact Person/Title: _____

Telephone Number(s): _____

Authorized Contact Person's Email Address: _____

In response to this RFP, the Offeror is proposing the following total proposed costs to provide all services required under this RFP and resulting contract:

Total amount proposed/requested: \$ _____

Offeror's Authorized Signature and Title

Date

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E

Letter of Transmittal Form

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE
DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!**
(N/A, None, Does not apply, etc. are acceptable responses.)

RFP#:21-62400-4000-01452

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:

 (Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

 (Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20_____
 Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: **Procurement Manager, Marlene Acosta at marlene.acosta@state.nm.us by April 16, 2021 at 3:00 PM MST/MDT** for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 21-62400-4000-01452
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the State of New Mexico, **Aging & Long-Term Services Department** via e-mail at:

Name: Marlene Acosta, Procurement Manager
Email: marlene.acosta@state.nm.us

Forms must be submitted no later **April 16, 2021 at 3:00 PM MST** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at marlene.acosta@state.nm.us. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS: