

AGING & LONG-TERM SERVICES DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

**DIRECT LEGAL REPRESENTATION TO KINSHIP
GUARDIANSHIP**



RFP#

22-624-4000-01511

RFP Release Date: March 4, 2022

Proposal Due Date: April 7, 2022

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of legal assistance, representation, and outreach/education services to establish legal guardianships between kinship caregivers and children.

In order to assure that the State has the benefit of the highest quality and most efficient services in response to this application, the State will assure that the selection of the successful Offeror(s) is based on open and free competition in accordance with State law. Offerors with relevant experience in family law and kinship caregiver guardianship are encouraged to submit proposals.

Preference will be given to Offerors who:

- Demonstrate serving target populations in metropolitan, rural and frontier areas statewide;
- Demonstrate collaborative proposals;
- Demonstrate an ability or capacity to obtain funds or resources that supplement and/or expand services described in a proposal;
- Demonstrate innovative service delivery models.

For the purpose of preparing proposals, Offerors are to assume that the work required in the first year of the contract may yield \$248,000.00. This is not a guarantee, and the actual work required may ultimately yield more or less than this amount. Due to the State of New Mexico budgeting process, no pre-determination can be made concerning funding which may be available for subsequent years.

B. BACKGROUND INFORMATION

In 2005, the New Mexico State Legislature passed Senate Joint Memorial (SJM) 50 to create a multi-agency task force charged with developing an interdepartmental plan to assess the needs of children/youth living with kinship caregivers. The SJM 50 Final Report indicated that, in 2000, approximately 46,581 New Mexico adults (5% of New Mexicans over the age of 30) were grandparents living with their grandchildren, of which, over half (52%) had primary responsibility for them.

In response to the number of kinship caregivers within the state, one of the recommendations of this task force was to create a fund to allow kinship caregivers access to the courts to establish legal relationships between caregivers, many of whom are grandparents and within the population served by the Aging and Long-Term Services Department (ALTSD), and children. During the 2006 Legislative Session, funding was allocated to the ALTSD to achieve this goal.

This is the fifth successive RFP the ALTSD has issued to obtain these services. The resulting contract will be for state fiscal year 2023, and the ALTSD may extend it for up to three additional one-year periods. Contingent on the impact of services during the first year of funding, the ALTSD

may request that the contractor meet new and/or different program and service requirements in subsequent years.

C. SCOPE OF PROCUREMENT

The contract shall begin on July 1, 2022, or as soon as possible thereafter, and end on June 30, 2023, unless amended or terminated pursuant to its terms. The ALTSD may extend the contract for up to three additional one-year periods. The contract shall not become effective until approved in writing by the General Services Department, Contract Review Bureau. Contracts funded through this RFP will be awarded for the period beginning with the date of approval by the General Services Department, Contract Review Bureau, to June 30, 2026 (inclusive of any extensions), on a year-by-year basis.

The resulting contract will be a single 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, telephone number and e-mail address are listed below:

Name: Marlene Acosta, Procurement Manager
Telephone: (505) 469-0311
Email: altsd-procurement@state.nm.us

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager via Email. 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 ALTSD.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** 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. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via submission to email provided, Refer to Section III.B.1 for instructions.

****DUE TO COVID-19 ONLY ELECTRONIC PROPOSALS WILL BE ACCEPTED****

F. DEFINITION OF TERMINOLOGY

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

1. “**ALTSD**” - Aging and Long-Term Services Department (also “Department”).
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Caregiver**” – an adult, who is not a parent of a child, with whom a child resides and who provides that child with care, maintenance, and supervision consistent with the duties and responsibilities of a parent of the child;
5. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
6. “**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.
7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services, or construction.
8. “**Contractor**” means any business having a contract with a state agency or local public body.
9. “**Custodian**” - an adult with whom the child lives who is not a parent or guardian of the child.
10. “**Department**” - New Mexico Aging and Long-Term Services Department (ALTSD).
11. “**Desirable**”- The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").
12. “**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.

13. **“Electronic Submission”** means a successful submittal of Offeror’s proposal via the Email instructions given in this RFP
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”** - includes 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 the client from the opposing party or from public funds. 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. **“Guardian”**- a person appointed as a guardian by a court or Indian tribal authority, or a person authorized to care for a child by a parental power of attorney as permitted by law.
20. **“Greatest economic & social need”** - is a need, resulting from an income level at or below the poverty line or caused by non-economic factors, such as physical disabilities, language barriers, or cultural, social or geographic isolation, that restricts an individual’s ability to perform normal daily tasks or threatens the capacity of an individual to live independently.
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. **“Kinship”**-the relationship that exists between a child and a relative of the child, a godparent, a member of the child’s tribe or clan, or an adult with whom the child has a significant bond.
23. **“Kinship Guardianship Act- 40-10B** - This act [40-10B-1 to 40-10B-15 NMSA 1978] may be cited as the "Kinship Guardianship Act".
24. **“Legal Assistance and Representation”** – is any legal advice or representation provided by an attorney; and 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 and representation by a non-lawyer where permitted by law.

25. **“Legal Custody”** - a legal status created by order of a court of competent jurisdiction or by operation of statute that vests in a person, department or agency the right to determine where and with whom a child shall live; the right and duty to protect, train and discipline the child and to provide the child with food, shelter, personal care, education and ordinary and emergency medical care; the right to consent to major medical, psychiatric, psychological and surgical treatment and to the administration of legally prescribed psychotropic medications pursuant to the Children's Mental Health and Developmental Disabilities Act [32A-6-1 NMSA 1978]; and the right to consent to the child's enlistment in the armed forces of the United States.
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. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
28. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
29. **“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.
30. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
31. **“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.
32. **“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.
33. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
34. **“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.

35. **“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.
36. **“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.
37. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
38. **“State (the State)”** means the State of New Mexico.
39. **“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.
Procurement Manager
40. **“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.)
41. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy is used only for the purposes of evaluation.
42. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. 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.

<https://nmaging.state.nm.us/for-our-partners>

Other relevant links:

New Mexico Kinship Guardianship Act

https://nmonesource.com/nmos/nmsa/en/item/4375/index.do#!fragment/zoupio-_Toc91758076/BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoAvbRABwEtsBaAfX2zgE4BGAdgFYAHAAYeANgCUAGmTZShCAEVEhXAE9oAcg2SIhMLgRKV6rTr0GQAZTykAQoBKAUQAyTgGoBBAHIBhJ5KkYABG0KTs4uJAA

The ALTSD State Plan

https://nmaging.state.nm.us/uploads/files/DRAFT_NM%20State%20Plan%20on%20Aging%2010_1_21%20to%209_30_2025.pdf

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	ALTSD	March 4, 2022
2. Acknowledgement of Receipt Form	Potential Offerors	March 14, 2022
3. Deadline to submit Written Questions	Potential Offerors	March 17, 2022
4.. Response to Written Questions	Procurement Manager	March 22, 2022
5. Submission of Proposal	Potential Offerors	April 7, 2022
6.* Proposal Evaluation	Evaluation Committee	April 8 – April 15, 2022
DATES BELOW ARE SUBJECT TO CHANGE		
7.* Selection of Finalists	Evaluation Committee	April 18, 2022
8.* Finalize Contractual Agreements	Agency/Finalist Offerors	April 19-April 22, 2022
9.* Contract Awards	Agency/ Finalist Offerors	April 25, 2022
10.* Protest Deadline	ALTSD	+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 State of New Mexico, Aging & Long-Term Services Department 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 altsd-procurement@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/ MDT 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.G.) responses to written questions and any amendments to the RFP.

3. 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 emailed to the Procurement Manager as declared in Section I.D.** Emailed questions shall be clearly labeled in the Email subject line **"RFP Kinship Guardianship QUESTIONS"** and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. 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:
<https://nmaging.state.nm.us/for-our-partners>

5. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **LATE PROPOSALS WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. **Proposals will be time-stamped per the Email date and time received.** Such electronic submissions will be considered sealed in accordance with statute.

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically by the deadline set forth in this RFP.

Proposals submitted by facsimile, or other electronic means other than via the Procurement Manager's Email, 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.

6. 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.

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be comprised of the three (3) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References, and Section IV.B.3 Mandatory Specifications, and Section IV. B.4 Desirable Specifications.

8. 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.

9. 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.

10. 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:

Valerie Garcia, Protest Manager
Protest Manager e-mail address: Valerie.garcia2@state.nm.us

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 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 electronically 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, ALTSD 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

ALTSD 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. Current and updated information regarding this procurement is available on the ALTSD website at:

15. Contract Terms and Conditions

The contract between the ALTSD and a contractor will follow the format specified by the ALTSD 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.

ALTSD 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 despite the above, the Offeror must propose **specific** alternative language. ALTSD 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 ALTSD 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 ALTSD. 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

ALTSD 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

ALTSD 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, ALTSD. If the RFP is cancelled, all responses received shall be destroyed by ALTSD 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 ALTSD.

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 ALTSD's written permission.

26. Electronic mail address required

All 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. Please refer to:

<https://nmaging.state.nm.us/for-our-partners>

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 of 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 Procurement Manager 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 Procurement Manager 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 Procurement Manager may terminate the involved contract for cause. Still further the Procurement Manager or may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Procurement Manager.

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

ELECTRONIC SUBMISSION ONLY

1. Proposals in response to this RFP must be submitted to:
altsd-procurement@state.nm.us

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 clearly marked as “CONFIDENTIAL” on the first page of the electronic file; 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” 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 fully uploaded** by the submission deadline in Section II.B.6.

*It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, will be deemed late. Further, a submission that is not fully complete and received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE OFFER CAN BE ACCEPTED**.*

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. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16)
- G. 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. Performance Surety Bond (if applicable)
 7. New Mexico Preferences (if applicable)
- H. Other Supporting Material (Organizational Chart, List of Board Members, Resumes, Certificates/Licenses, most recent financial audit, sub-contractor letter of commitment) clearly marked with tabs.

Cost Proposal:

1. Completed Cost Response Forms (APPENDIX D, 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. Direct Legal Assistance to Kinship Caregivers: The Contractor and/or its subcontractor(s) shall provide direct legal assistance to a minimum of 213 families per year during the period of this Agreement.
2. Direct Legal Representation to Kinship Caregivers: The Contractor and its subcontractor(s) shall provide direct legal representation to a minimum of 150 families per year during the period of this Agreement.
3. Community Education to Kinship Caregivers: The Contractor and its subcontractor(s) shall serve a minimum of 400 families per year through community education activities. The Contractor and its subcontractor(s) shall market and promote local community events.
4. Monthly invoices, which includes units of service provided and numbers of clients served, are required to be submitted by the 15th of the month following the month in which the services were performed. A quarterly narrative report is required to be submitted by the 15th of the months of October, January, and April, and a final report by July 15th. The Contractor will utilize the reporting templates specified by the ALTSD. A final report is required by the 30th day after termination of the Agreement.
5. The Contractor shall submit an annual budget and justification to coincide with the awarded amounts within 15 days of receipt of the awarded contract, or as requested by the ALTSD.
6. The Contractor shall only expend contract funds as allowed in accordance with the ALTSD approved contract, scope of work, budget and the budget justification.
7. 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.
8. The Contractor shall provide to the ALTSD, at its expense, a financial and compliance audit report from an independent auditor covering the period July 1, 2022, to June 30, 2023, and every year thereafter for the term of the contract. 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.
9. The Contractor's records shall be subject to inspection by the ALTSD, the New Mexico Department of Finance and Administration, the New Mexico General Services Department's Contracts Review Bureau 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.

10. 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:

a. 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.

b. 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.

11. Without the express written consent of a client, 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 attorneys') breach of attorney-client privilege.

12. 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.

13. The Contractor is responsible for all New Mexico gross receipts tax levied on the amount payable under this Agreement.

14. 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.

15. 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 facilities and records (both electronic and hard copy). Upon request in writing from the ALTSD, the Contractor shall provide records and/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 the scope of work as outlined in this RFP for the Provision of Legal Assistance, Representation, and

Outreach/Education Services to Establish Legal Guardianships between Kinship Caregivers and Children, and the Contractor’s written proposal in response to the RFP.

B. TECHNICAL SPECIFICATIONS

Offerors must respond in the form of a thorough narrative to each item as required in Sections IV.B and IV.C, in correlation with the Scope of Work in Section IV.A, unless otherwise instructed. The narratives and required supporting materials that address each response will be evaluated and awarded points accordingly based on the criteria set forth in the RFP.

1. Organizational Experience

Offeror **must**:

- a. Describe their experience, including how the Offeror has implemented and managed similar projects, in providing delivery of legal counsel and services, direct representation, and community outreach and education services relating to establishing legal guardianship or other legal authority for kinship caregivers of children. Provide a response conveying how the organization is uniquely suited to implement a high-quality program. Describe how the organization proposes to successfully deliver the work required in the scope of this procurement.
- b. Demonstrate and convey a complete understanding of the unique characteristics of, and issues faced by, kinship caregivers.
- c. Describe the Offeror’s prior experience in fiscally managing comparable projects.
- d. Provide a copy of the Offeror’s mission statement.

2. Organizational References

Offeror must provide a list of a minimum of three (3) external 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) Reference name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Reference 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

A. Administrative & Management Structure

1. Describe the organizational and legal structure of the Offeror, e.g., non-profit, LLC, etc.
2. Describe the Offeror's lines of authority and administrative structure. Attach an organizational chart identifying functional areas and staff titles.
3. Specifically describe how the project will be managed on a day-to-day basis. Identify key decision makers and their management and fiscal duties.
4. For each person to be funded by this contract, provide job descriptions, qualifications, educational background, and past relevant work experience. Direct legal representation must be provided by licensed attorneys 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. Attach a current resume for each key team member currently on the Offeror's staff.
5. Describe any sub-contracting relationships proposed and what services will be sub-contracted out, to what organization, and that organization's experience in providing those services. Attach a letter of commitment, clearly describing the services to be provided, from the proposed sub-contracting entity(s).
6. Describe any policy board and/or advisory council for the Offeror, including authority and function of the board or council. Provide a list of the members of any board or council, including members' present places of employment, if any.
7. Describe the financial management structure of the Offeror and its financial condition. Provide a copy of the most recent independent financial audit of the Offeror. Thoroughly describe the financial controls in place to ensure the financial integrity of all organizational funds.

B. Need & Target Population Description

1. Provide a general statement of the need for direct legal counsel/services, direct legal representation, and community outreach/education for kinship caregivers of children.
2. Indicate the geographic area to be served (preference is given to statewide proposals addressing metropolitan, rural and frontier areas). Collaborative proposals are strongly encouraged.
3. Indicate the demographics of the target population to be served.

C. Service Delivery

1. Identify hours of operation

2. Direct Legal Assistance for Guardianship

Describe, in detail, a plan to provide legal services (including intake/assessment; phone consultation; referral; and follow-up) to establish legal guardianship between kinship caregivers and children who would, or might otherwise, enter the foster care system. Describe the following:

- Intake/assessment process and protocol
- Phone consultation process and protocol
- Process and protocol for referring cases for direct legal representation for guardianship. Address case priority referrals and non-case priority referrals.
- Client eligibility protocol for legal counsel/services
- Follow-up protocol and process for phone consultations and for referrals for direct legal representation
- Case closeout procedures
- The mechanism by which clients will access the program
- Identify the proposed number of unduplicated clients to be provided legal counsel/services (to include intake/assessment, phone consultation, referrals, and follow-up)

3. Direct Representation for Guardianship

Describe the following:

- Client eligibility protocol for legal services
- A plan for a statewide pro-bono legal network for legal representation for guardianship
- The process and protocol for direct legal representation handled by in-house counsel and for any direct legal representation that may be sub-contracted to external lawyers or provided by external pro bono attorneys

- A plan for a statewide pro-bono legal network for ancillary legal services to ensure that children living in kinship-headed households have access to educational, social, medical, and mental health services
 - Recruitment and retention efforts for a pro bono panel of private attorneys
 - The process to determine which cases will be referred to a pro bono panel of attorneys and which cases will be deemed appropriate for in-house counsel
 - Identify how cases requiring litigation will be handled
 - Identify the proposed number of unduplicated clients to be provided direct legal representation for guardianship
4. Community Education and Outreach
- Describe, in detail, a plan to provide community education and outreach regarding guardianship and other means of legal authority for kinship caregivers, as well as ancillary legal services, to ensure that children living in kinship headed households have access to the educational, social, medical and mental health services to which they are entitled. Include the following:
- Geographic area to be served
 - Proposed number of persons to be served
 - Type of educational activity to be performed
 - Outreach and publicity efforts to be conducted
 - Marketing materials developed or to be developed
5. Describe a plan for targeting persons in greatest economic and social need, particularly minority persons, persons with low-incomes and those living in rural areas.
6. Describe any proposed collaborative efforts with other services providers, state agencies, and the like.

D. Internal Quality Assurance and Performance Improvement

1. Describe all procedures and methods to be used to assure the quality of services provided, including internal and external monitoring of staff performance and lawyering skills.
2. Describe all procedures and methods to be used to monitor and assure the equality of services provided by pro bono attorneys and any sub-contractors.
3. Describe the procedures to be used to assure client confidentiality.
4. Describe the mechanism and procedures for addressing client grievances and measuring client satisfaction.
5. Describe the mechanism and procedures for assuring services are culturally and

linguistically appropriate.

6. Describe the performance improvement process. If a process does not currently exist, describe the measures to be implemented.

E. Evaluation

Describe the evaluation design and methodology. Including the following:

1. Outcome measures
2. Data collection methods and frequency of data collection
3. Description of how the data is used in program planning, quality assurance and performance improvement activities.

F. Reduced and/or Fee Generating Cases

1. While the primary focus of this RFP is the delivery of direct pro bono legal services and representation for guardianship, providing additional legal assistance on a reduced fee and/or fee generating basis is strongly encouraged. Describe any plan to take or refer reduced fee cases. Include the following:
 - Geographic area to be served
 - Method to be used to determine reduced fee
 - Sliding fee scale options
 - Accounting methods, if applicable, for program income generated by fee generating cases.

4. Desirable Specification

Additional Funding and/or Services

As part of the Evaluation of Proposals, bonus points may be given to Offerors that:

- Demonstrate an ability or capacity to obtain funds or resources that supplement and/or expand services provided under this contract
- Demonstrate enhanced services
- Describe any efforts that would address the procurement of additional funding or the provision of additional services.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

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 APPENDIX D. Include a budget narrative justifying budget items for the period July 1, 2022, to June 30, 2023.

C.4.i	Line-Item Budget	(Appendix D)
C.4.ii	Budget Narrative	(Appendix D1)
C.4.iii	Leveraged Share	(Appendix D2)
C.4.iv	Proposed Level of Service	(Appendix D3)
C.4.v	Proposal Summary Sheet	(Appendix D4)

Offerors must complete APPENDICES D, D1, D2, D3 and D4

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 D1) and provide a definitive, clear and accurate description justifying the proposed budget amounts listed in the proposed Line-Item Budget.

C.4.iii: Offerors must complete the Leveraged Share (Additional Funding Sources) form (APPENDIX D2). The narrative shall include a description of any leveraged funding.

C.4.iv: Offerors must complete the Proposed Level of Service form (APPENDIX D3) and provide the proposed rate or cost and level of service information for all service components required of the project, as set forth in this RFP.

C.4.v: Offerors must complete the Proposal Summary Sheet (APPENDIX D4). Points will be awarded based on the overall Proposed Cost in response to this requirement. The evaluation of 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. Applying for a certificate will not be considered for points. Offeror must submit a valid Certificate with proposal.

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.

Factors – correspond to section IVB and IVC	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	150 Points
B. 2. Organizational References	50 Points
B. 3. Mandatory Specifications	450 Total Points
A. Administrative & Management Structure	Up to 100 Points
B. Need & Target Population Description	Up to 50 Points
C. Service Delivery	Up to 150 Points
D. Internal Quality Assurance and Performance Improvement	Up to 50 Points
E. Evaluation	Up to 50 Points
F. Reduced and/or Fee Generating Cases	Up to 50 Points
B. 4. Desirable Specifications Additional Funding and/or Services	50 Points
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Letter of Transmittal	Pass/Fail
C.3. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.4. Cost (Appendix D, D1, D2, D3, D4)	300 Total Points
Appendix D- Line-Item Budget	Up to 75 Points
Appendix D1-Budget Narrative	Up to 75 Points
Appendix D2-Leveraged Share	Up to 75 Points
Appendix D3-Proposed Level of Service	Up to 50 Points
Appendix D4-Proposal Summary Sheet	Up to 25 Points
TOTAL	1000 points
C.76. New Mexico Preference - Resident Vendor Points per Section IVC76	50 POINTS
C.76. New Mexico Preference - Resident Veterans Points per Section IVC76	100 POINTS

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (Up to 150 Points)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response describing:

- The experience of the Offeror in providing delivery of legal counsel and services, direct representation, and community outreach and education

2. B.2 Organizational References (Up to 50 Points)

Points will be awarded based upon an evaluation of the responses to a series of questions as per APPENDIX F. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

3. B.3 Mandatory Specifications (Up to 450 Points Total for A-F)

A. Administrative & Management Structure (Up to 100 Points)

Points will be awarded based on the suitability, thoroughness, clarity, and conveyance of understanding of the scope of work and the perceived validity of the response.

B. Need & Target Population Description (Up to 50 Points)

Points will be awarded based on the suitability, thoroughness, clarity, and conveyance of understanding of the scope of work and the perceived validity of the response.

C. Service Delivery (Up to 150 Points)

Points will be awarded based on the suitability, thoroughness, clarity, and conveyance of understanding of the scope of work and the perceived validity of the response.

D. Internal Quality Assurance and Performance Improvement (Up to 50 Points)

Points will be awarded based on the suitability, thoroughness, clarity, and conveyance of understanding of the scope of work and the perceived validity of the response.

E. Evaluation (Up to 50 Total Points)

Points will be awarded based on the suitability, thoroughness, clarity, and conveyance of understanding of the scope of work and the perceived validity of the response.

F. Reduced and/or Fee Generating Cases (Up to 50 Points)

Points will be awarded based on the suitability, thoroughness, clarity, and conveyance of understanding of the scope of work and the perceived validity of the response.

4. B.4 Desirable Specifications (Up to 50 Points)

Points will be awarded based on suitability, thoroughness, clarity, and 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 (Up to 300 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)	Up to 75 of 300 TCP
C.4.ii	Budget Narrative	(Appendix D1)	Up to 75 of 300 TCP
C.4.iii	Leveraged Share	(Appendix D2)	Up to 75 of 300 TCP
C.4.iv	Proposed Level of Service	(Appendix D3)	Up to 50 of 300 TCP
C.4.v	Proposal Summary Sheet	(Appendix D4)	Up to 25 of 300 TCP

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 D1) and provide a definitive, clear and accurate description justifying the proposed budget amounts listed in the proposed Line-Item Budget.

C.4.iii: Offerors must complete the Leveraged Share (Additional Funding Sources) form (APPENDIX D2). The narrative shall include a description of any leveraged funding.

C.4.iv: Offerors must complete the Proposed Level of Service form (APPENDIX D3) and provide the proposed rate or cost and level of service information for all service components required of the project, as set forth in this RFP.

C.4.v: Offerors must complete the Proposal Summary Sheet (APPENDIX D4). Points will be awarded based on the overall Proposed Cost in response to this requirement. The evaluation of each Offeror’s Proposed Cost will be conducted using the following formula:

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

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 Business Preference

If an Offeror has provided its Preference Certificate, the Preference Points for a New Mexico Business are 5%.

B. New Mexico Resident Veterans Business Preference

If an Offeror has provided its Preference Certificate **and** the Resident Veterans Certification Form, the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M (prior year revenue)

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. The Evaluation Committee may use other sources to perform the evaluation as specified in Section IIC18.
4. 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 ALTSD 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

DIRECT LEGAL REPRESENTATION TO KINSHIP GUARDIANSHIP RFP#22-624-4000-01511 ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted **no later than 3:00 PM MST, March 14, 2022**. 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

E-mail: altsd-procurement@state.nm.us

Subject Line: Direct Legal Representation to Kinship Guardianship RFP#22-624-4000-01511

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: Governor Michelle Lujan-Grisham

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 contract the Agency intends to use to make an award. The State of New Mexico and ALTSD 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:

1. Direct Legal Assistance to Kinship Caregivers: The Contractor and/or its subcontractor(s) shall provide direct legal assistance to a minimum of 213 families per year during the period of this Agreement.
2. Direct Legal Representation to Kinship Caregivers: The Contractor and its subcontractor(s) shall provide direct legal representation to a minimum of 150 families per year during the period of this Agreement.
3. Community Education to Kinship Caregivers: The Contractor and its subcontractor(s) shall serve a minimum of 400 families per year through community education activities. The Contractor and its subcontractor(s) shall market and promote local community events.
4. Monthly invoices, which includes units of service provided and numbers of clients served, are required to be submitted by the 15th of the month following the month in which the services were performed. A quarterly narrative report is required to be submitted by the 15th of the months of October, January, and April, and a final report by July 15th. The Contractor will utilize the reporting templates specified by the ALTSD. A final report is required by the 30th day after termination of the Agreement.
5. The Contractor shall submit an annual budget and justification to coincide with the awarded amounts within 15 days of receipt of the awarded contract, or as requested by the ALTSD.
6. The Contractor shall only expend contract funds as allowed in accordance with the ALTSD approved contract, scope of work, budget and the budget justification.
7. 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.
8. The Contractor shall provide to the ALTSD, at its expense, a financial and compliance audit report from an independent auditor covering the period July 1, 2022, to June 30, 2023, and every year thereafter for the term of the contract. 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.

9. The Contractor's records shall be subject to inspection by the ALTSD, the New Mexico Department of Finance and Administration, the New Mexico General Services Department's Contracts Review Bureau 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.

10. 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:

- a. 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.
- b. 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.

11. Without the express written consent of a client, 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 attorneys') breach of attorney-client privilege.

12. 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.

13. The Contractor is responsible for all New Mexico gross receipts tax levied on the amount payable under this Agreement.

14. 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.

15. 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 facilities and records (both electronic and hard copy). Upon request in writing from the ALTSD, the Contractor shall provide records and/or access to ALTSD staff within 15 business days of the request, unless an extension is granted by the ALTSD.

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 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, 2023**, 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:
Cara Ortega, Alzheimer's and Dementia Director
Aging & Long-Term Services Department
2550 Cerrillos Rd.
Santa Fe, NM 87505

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: _____
Agency Cabinet Secretary

Date: _____

By: _____
Agency's Legal Counsel – Certifying legal sufficiency

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

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: _____
Taxation and Revenue Department

Date: _____

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

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

APPENDIX D

TOTALS				
6. STAFF TRAINING				
Purpose/Description	Calculation	Total Amount	ALTSD Share	Leveraged Share
TOTALS				
7. OTHER PROGRAM OPERATING COSTS				
Purpose/Description	Calculation	Total Amount	ALTSD Share	Leveraged Share
TOTALS				

GRAND TOTALS	Total Amount	ALTSD Share	Leveraged Share

**APPENDIX D1
BUDGET NARRATIVE
BUDGET NARRATIVE INSTRUCTIONS**

GENERAL:

The Offeror must complete and return a Budget Narrative (Appendix D1) 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 D1 BUDGET NARRATIVE

RFP # 22-624-4000-01511

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

APPENDIX D2
LEVERAGED SHARE (OTHER FUNDING SOURCES) INSTRUCTIONS

Appendix D2 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.

**APPENDIX D2
LEVERAGED SHARE (OTHER FUNDING SOURCES)**

RFP #22-624-4000-01511

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

APPENDIX D3

PROPOSED LEVEL OF SERVICE

**APPENDIX D3
PROPOSED LEVEL OF SERVICE
RFP # 22-624-4000-01511**

1. SERVICE COMPONENT: DIRECT LEGAL ASSISTANCE		
a. Provide the reimbursement rate/cost proposed for Direct Legal Assistance, the number of families (one family per case) to be served, and the proposed number of units (one unit = one hour) to be provided, for the period July 1, 2022 - June 30, 2023.		
<i>Proposed Rate/Cost Per Unit:</i>	<i>Proposed number of Units:</i>	<i>Proposed number of Families to be Served:</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: DIRECT LEGAL REPRESENTATION		
a. Provide the reimbursement rate/cost proposed for Direct Legal Representation, the number of families (one family per case) to be served and the proposed number of units (one unit = one hour), for the period July 1, 2022 - June 30, 2023.		
<i>Proposed Rate/Cost Per Unit:</i>	<i>Proposed Number of Units:</i>	<i>Proposed Number of Families 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, the number of individuals and the proposed number of units (one unit = one hour), for the period July 1, 2022 - June 30, 2023.		
<i>Proposed Rate/Cost Per Unit:</i>	<i>Proposed Number of Units:</i>	<i>Proposed Number of Individuals to be Served:</i>

Cost Justification: (use additional sheets if necessary)

APPENDIX D4

PROPOSAL SUMMARY SHEET

**Proposal Summary Sheet
RFP # 22-624-4000-01511**

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#:22-624-4000-01511

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

REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) 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 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: **Marlene Acosta, Procurement Manager at altsd-procurement@state.nm.us by April 7, 2022, by 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 # 22-624-4000-01511
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: altsd-procurement@state.nm.us

Forms must be submitted no later than **April 7, 2022, by 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 **Aging & Long-Term Services Department, Procurement Manager** at altsd-procurement@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	

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

3. How would you rate the organization'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 the organization?

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

COMMENTS:

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

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

COMMENTS:

6. Who are/were the organization'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 organization?

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS: