



STATE OF NEW MEXICO

**DIVISION OF VOCATIONAL REHABILITATION
DISABILITY DETERMINATION SERVICES**

REQUEST FOR PROPOSALS (RFP)

CHIEF MEDICAL ASSESSMENT AND CONSULTANT SERVICES

**RFP#
18-6601**

**ISSUE DATE
November 27, 2017**

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Disability Determination Services (NMDDS) is an agency, which is part of the New Mexico Division of Vocational Rehabilitation (NMDVR). The NMDDS's objective is to provide New Mexico residents applying for disability benefits under Title II and Title XVI of the Social Security Act an accurate and timely determination regarding his/her eligibility for Social Security disability benefits. The NMDDS wishes to satisfy its responsibilities to review Social Security Administration (SSA) Disability Claims through contracting with appropriately licensed health professionals in the State of New Mexico qualified to perform such reviews.

The SSA requires that the majority of disability decisions be reviewed and signed by both an experienced Disability Adjudicator and by a licensed physician, psychiatrist, and/or psychologist, all of whom are considered Medical Consultants (MC) for the purpose of this RFP. The NMDDS will contract with one (1) licensed medical doctor (M.D.) to meet this requirement and work as Chief Medical Consultant. The contracts issued under this RFP will be for the NMDDS adjudication process. Respondents must be licensed to practice Medicine in the State of New Mexico.

POTENTIAL OFFERORS WITH UNEXPIRED MEDICAL CONSULTANT CONTRACTS CURRENTLY IN EFFECT WITH THE NMDVR DDS MAY SUBMIT A PROPOSAL REGARDLESS OF THE EXPIRATION DATE ON THE CURRENT CONTRACT.

B. BACKGROUND INFORMATION

Adjudication:

Nationally, the SSA contracts with 52 individual States and territories to provide disability determination services for Title II and Title XVI eligible recipients. Title II, or Social Security Disability Insurance (SSDI) is a monthly benefit paid to eligible individuals who cannot work due to a serious physical or mental disability. The SSDI program provides disability benefits to insured individuals who become unable to work because of illness or injury which is expected to last at least 12 continuous months or which may be expected to result in death. Title XVI, or Supplemental Security Income (SSI), is a needs based program that provides coverage for adults and children in households whose income and resources are below a certain level. There is no requirement for prior employment. Applicants for SSI must meet the same definition of disability described above. Eligible children under age 18 are considered disabled if they are unable to function in a manner similar to children of the same age group.

In New Mexico, SSA contracts with the NMDDS through their parent agency, NMDVR, to adjudicate cases for the residents of New Mexico. SSA funds the NMDDS at 100% to include, but are not limited to, administrative overhead to NMDVR. Because of the 100% funding, SSA maintains extensive control over the day-to-day operations at the NMDDS. Those controls include federal ownership of the majority of hardware and software; data entry and data proprietorship; approval/disapproval over ability to replace or hire additional FTEs; training requirements for staff; performance measures for the NMDDS; and, staffing patterns. Currently, there are approximately twenty (20) contracted medical consultants at the NMDDS devoting 20-40 hours a week of contracted time conducting reviews of disability claims.

C. SCOPE OF PROCUREMENT

The contract shall become effective upon approval of the Department of Finance and Administration and shall continue for four fiscal years at the discretion of the Division of Vocational Rehabilitation contingent upon sufficient funding and satisfactory Scope of Work performance. In no circumstance shall the contract exceed a total of four years in duration.

The Contractor shall perform the following work when performing independent medical/psychiatric or psychological assessments:

1. Provide medical/psychiatric, psychological and/or speech/language assessments or consultations according to Disability Evaluation under Social Security guidelines to the Adjudicators and other staff, as necessary, regarding the type of medical development needed to complete a detailed assessment of an applicant's impairment(s) for purposes of a Social Security disability determination, as follows:
 - a. Medical assessments consist of a variety of actions as required by the Social Security Administration (SSA) to assess all types of disability claims according to the standards set forth in the SSA Program Operations Manual System (POMS) and Disability Evaluation under Social Security ("listings book"). Such activities include:
 - i. Assist in preparing and/or completing assessment forms based on review and analysis of adequate medical and nonmedical information (SSA-4734 Physical Residual Functional Capacity Assessment (RFC));
 - ii. Assist in preparing and/or completing SSA-2506 Psychiatric Review Technique (PRTF) forms;
 - iii. Assist in preparing and/or completing SSA-4734-F4-SUP Mental Residual Functional Capacity Assessment (MRFC) forms;
 - iv. Assist in preparing and/or completing SSA-538-F6 Childhood Disability Evaluation Form;
 - v. Assist in preparing and/or completing SSA-416 Medical Evaluation form for medical/psychiatric, psychological and/or speech/language assessments;
 - b. Consultation consists of meeting/discussing with Adjudicative and other agency staff the adequacy of medical/psychological/psychiatric and other evidence, completing other assessment forms and/or describing alternative actions as required in case assessment and decision making of Social Security claims.
 - c. Contact by telephone or letter, when necessary, sources of medical evidence of record, consulting physicians, hospitals, or any other source that may provide medical, psychiatric or psychological information that result in medical/psychological or other evidence necessary to NM DDS (considered part of the Case Assessment process).
2. Conduct quality review assessments on other Medical Consultants case reviews and provide feedback/recommendations/trainings/corrective actions as needed.

3. Review high-risk CE procedure requests and approve/disapprove.
4. Provide training to both new Medical Consultants and tenured Medical Consultants in Disability Evaluation under Social Security guidelines and train in the use of the Electronic Worksheet (EWS), eCAT and Document Management Architecture (DMA) as requested. Assist in the training of new Adjudicators regarding the medical, psychiatric or psychological aspects of body systems according to Disability Evaluation under Social Security guidelines. Assist in training and/or presenting to new DDS and OHA staff members and tenured DDS and/or OHA staff members as requested by DDS administration.
5. Attend specialized training regarding Social Security Regulations affecting the NMDDS program as required or authorized by the Agency.
6. Act as liaison between DDS administration and the medical consultant staff to provide information from the administration to the medical consultant staff and from the medical consultant staff to administration as needed. Advocate for the needs and/or on behalf of the other Medical Consultants as required. Recommend to Disability Determination Services administration procedures and the modification of procedures as they affect the work of the medical consultant staff.
7. Attend Medical Consultant/Medical Advisor meetings/trainings as convened and serve on agency committees by the NMDDS Administration as requested.
8. Advise physicians or other members of the medical community of the medical and/or functional information required by the Social Security Administration for purposes of making a disability determination.
9. Accept cases on referral as directed by administration unless a prior professional or personal relationship exists with the claimant.
10. Assign cases to Medical Consultants workload as needed and/or necessary.
11. Maintain a master calendar of medical consultant schedules including consultative hours, vacations and/or changes in routine schedules.

The methods and procedures for providing these services will be as outlined by SSA requirements, as prescribed in POMS, and as specified in NMDDS policies, procedures, and other authoritative references.

A breakdown of the estimated monthly amount of time to be focused in each of these primary areas listed in the Scope of Procurement above is as follows:

1. Medical assessments for Review and/or Signature – **60%**
2. Medical consultation and/or coverage – **10%**
3. Quality Assurance reviews and DQB reviews/rebuttals – **10%**
4. CE Order reviews/signatures and CE report reviews and provider contact – **10%**
5. MC Meetings, other Administrative duties, MC and/or Adjudicative training and prep work – **10%**

Depending upon the needs of the agency, any of the category percentages can increase or decrease in any given month. An example would be during a time of training either new Medical Consultants or new Adjudicators, whereby more time would be expected of the Chief MC to spend more hours training and prepping materials. In addition, QA reviews can be adjusted as well due to the need for further quality evaluation in order to maintain expected standards.

D. COMPENSATION

1. Chief Medical Consultant (MC) contractor will be compensated for their services at a flat hourly rate plus gross receipts tax. The Chief MC should already have a developed and effective working knowledge of SSA disability program concepts.

Chief Medical Consultant pay:

- \$75.00 and up commensurate with experience

All based on relative experience and/or performance.

The successful Offeror(s) shall provide MC services for the NMDDS as described in the Scope of Work, Section C, at the fees described in this Section above.

E. PROCUREMENT MANAGER

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

Name: Lucas Gauthier, General Services Manager

Address: DVR
435 St. Michaels Dr. Bldg. D
Santa Fe, NM 87505

Telephone: (505) 469-2711

Fax: (505) 954-8556

Email: Lucas.Gauthier@state.nm.us

2. All deliveries of responses shipped via express carrier must be addressed as follows:

Name: Lucas Gauthier, General Services Manager

Reference RFP Name: Chief Medical Assessment and Consultant Services

Address: DVR
435 St. Michaels Dr. Bldg. D
(Directions from St. Michael's Drive: from either direction (W or E) you will arrive at the intersection of St. Michael's and Arroyo Chamiso; turn NE onto Arroyo Chamiso & turn left (NW) on Calle Medico, then left on DVR Way.)
Santa Fe, New Mexico 87505.

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **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. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

F. DEFINITION OF TERMINOLOGY

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

“**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring the Procurement action.

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Common Core State Standards**” – means (CCSS) The Common Core State Standards Initiative is a state-led effort coordinated by the National Governors Association Center for Best Practices (NGA Center) and the Council of Chief State School Officers (CCSSO). The standards were developed in collaboration with teachers, school administrators, and experts, to provide a clear and consistent framework to prepare children for college and the workforce.

“**Community**” means state, tribal, or private organizations that are based in close proximity of the school district to be served, including parents and local organizations.

“**Completed case/medical assessment**” means a completed case/medical assessment is a case that has **all** necessary forms (i.e. 416, RFC, PRTF and/or MRFC, etc.) signed by the appropriate MC/MA for closure **and** disposition by the NMDDS. A completed case means that all case actions have been appropriately addressed and taken for the case to be completed and disposed by the NMDDS.

“**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 NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contract Manager” means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.

“Contractor” means any business having a contract with a state agency or local public body.

“Culturally Competent” means the ability to understand, communicate with, and interact effectively with people of different cultures. Cultural competence involves an awareness of one's own cultural worldview and the knowledge of and the capacity to value different cultural practices and worldviews.

“Culturally Relevant” School and community practices aligned in the area of native language, cultural competence and academic content (new knowledge through an association with prior knowledge used as a means of improving learning and recall, to accomplish joint meaningful activities).

“Day” means business day, excluding weekends, State recognized holidays and Agency closure(s).

“Deliverable” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“Desirable” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“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.

“Desirable” The terms “may”, “can”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

“DFA/CRB” means the Contracts Review Board of the Department of Finance and Administration for the State of New Mexico.

“DFA” means the Department of Finance and Administration for the State of New Mexico.

“DVR” means the Division of Vocational Rehabilitation (NMDVR) for the State of New Mexico and may also be referred to as the Agency.

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Experienced MC” means an MC who has previously worked at another state DDS in the nation and/or at the NMDDS and has already shown successful performance as an MC and may or may not require any amount of training. See 6c (will need to correspond if updated/corrected below) below for training requirements for experienced MCs.

“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.

“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.

“Independent MC” means an Independent MC is a Contractor who has successfully completed MC training (whether as a new or experienced MC; or, is an experienced MC who does not need additional training) and who can independently maintain the performance expectations outlined in Section C, Scope of Procurement, and who can maintain a satisfactory level of performance of the duties.

“Individual with a Disability” means in general any individual who has a physical or mental impairment which for such individual constitutes or results in a substantial impediment to employment; and can benefit in terms of an employment outcome from vocational rehabilitation services as defined under the Rehabilitation Act of 1973 as amended.

“IT” means Information Technology.

“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 will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Offeror’s Rights to Withdraw Proposal” means that Offerors will be allowed to withdraw their proposals at any time prior to the date for interviews. The Offeror must submit a written withdrawal request signed by the Offeror’s duly authorized representative addressed to the Procurement Manager.

“Non-Case related services/activities” means include, but are not limited to:

- a. Attending, preparing and/or conducting training for new MCs and/or Adjudicators
- b. Staffing/Peer consultation

- c. Attending required meetings
- d. Traveling as required by the Agency

“Price Agreement” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“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.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“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.

“Proposal” means the Offeror’s response to this Request for Proposal (RFP).

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“Rehabilitation Act of 1973” means Section 504 of American Legislation (19 U.S.C.A. §§ 791, 793, 794) prohibits disability discrimination by federal agencies, federal contractors, and other recipients of federal financial assistance. Types of prohibited discrimination include employment; education; building accessibility; and health, welfare, and social services.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“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.

“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.

“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.

“Selection Committee” means a body constituted in accordance with NMSA 1978, Section 13-1-121 to evaluate proposals and make a recommendation for selection to the DVR Director and may include the State Rehabilitation Council (SRC).

“SPD” means State Purchasing Division of the New Mexico State General Services Department.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any division, department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“State Purchasing Agent” means the director of the purchasing division of the general services department.

“State Rehabilitation Council (SRC)” means a council consisting of several individuals with a variety of backgrounds and expertise in the provision of vocational rehabilitation services to individuals with disabilities more specifically described in 29 USC 725. Council members are appointed by the Governor.

“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.)

“Termination of RFP” means that this RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Procurement Manager determines such action to be in the best interest of the State of New Mexico. The RFP process may be terminated at any time if sufficient appropriations or authorizations do not exist. Such termination will be effective by sending written notice to the Offeror. The Procurement Manager’s decision as to whether sufficient appropriations and authorization are available will be accepted by the Offeror as final.

“Training Period” means at the beginning of the training period, the Contractor will be considered as a new MC or an experienced MC (with training needs identified as described below).

- a. The training period is structured to provide new MCs/ with a general overview of the SSA disability program as well as familiarize them with its policies and procedures. This orientation is intended to enable the new MC to achieve and maintain the status of an Independent MC through both group and one-on-one training sessions.
- b. The six to eighteen month training period consists of formal presentations of one-on-one case collaboration at which point the new MC will be evaluated to

determine proficiency. The eighteen months is a maximum and will not be exceeded for training purposes. The MC will be transitioned to the pay per case rate once the maximum months (18) of training are reached. If proficiency is not achieved, the contract will be terminated.

- c. For MCs with past DDS independent MC experience, or past SSA independent MC experience, but who have **not been working as an MC for over 2 years, the expectation for the training period should** be markedly shorter and based upon the need for refresher training and one-on-one case collaboration to determine when the transition will be made to an Independent MC.

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Vocational Rehabilitation Services” means those services identified in 29 USC 723 that are provided to individuals with disabilities for the purpose of obtaining an employment outcome.

“Workforce Innovation and Opportunity Act (WIOA)” into law on July 22, 2014. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. In general, the Act takes effect on July 1, 2015, the first full program year after enactment, unless otherwise noted.

“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 or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions:

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

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates / Time Frames
1. Issue RFP	Agency	November , 27 2017
2. Distribution List	Agency	November, 29 2017
3. Pre-Proposal Conference	Agency	November, 29 2017
4. Deadline to submit Questions	Potential Offerors	December 8, 2017
5. Response to Written Questions	Procurement Manager	December 11, 2017
6. Submission of Proposal	Potential Offerors	December 14, 2017
7. Proposal Evaluation	Evaluation Committee	December 18, 2017
8. Selection of Finalists	Evaluation Committee	December 19, 2017
9. Best and Final Offers	Finalist Offerors	December 19, 2017
10. Oral Presentation(s)	Finalist Offerors (if needed)	December 20, 2017
11. Finalize Contractual Agreements	Agency/Finalist Offerors	December 21, 2017
12. Contract Awards	Agency/ Finalist Offerors	December 28, 2017
13. Protest Deadline	DVR Director	January 12, 2018

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the State of New Mexico, Division of Vocational Rehabilitation on November 27, 2017.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT on November 29 2017.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a

presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A pre-proposal conference will be held according to Section II, A, Sequence of Events from 10:00 a.m. to 12:00 p.m. (Mountain Standard Time/Daylight) in the NMDDS Conference Room, located at 7421 Bartlett N.E., Albuquerque, New Mexico 87109. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference. All written questions will be addressed at the conference.

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

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 pm, Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in Section II.B.2 before the deadline. Additional copies will be posted to: http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.
<http://www.dvrgetsjobs.com>

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME /DAYLIGHT TIME ON ***Thursday December 14, 2017***. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the ***Chief Medical Assessment and Consultant Services, RFP 18-6601***. Proposals submitted by facsimile, or other electronic means will not be accepted.

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

7. Proposal Evaluation

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

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

10. Oral Presentations

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and SPD.

11. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and Division of Vocational Rehabilitation (DVR) taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Division and State approval.

13. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, 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 award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time 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:

Attn: Lucas Gauthier, Chief Procurement Officer
Division of Vocational Rehabilitation
435 St. Michael's Drive – Building D
Santa Fe, NM 87505

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

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. The Agency personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred eighty (180) days after the due date for receipt of proposals or one hundred twenty (120) 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

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: 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 data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the Agency shall examine the Offeror's 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 confidential data.

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 effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

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

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. 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, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

25. Confidentiality

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

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.
<http://www.dvrgetsjobs/rfp.aspx>

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 <http://www.insurenewmexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered

contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly** indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para 2 above.

31. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

32. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

33. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (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** Is there supposed to be something here under "A"?
- B. **New Mexico Resident Veterans Business Preference**
In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

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

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

34. Conflict of Interest; Governmental Conduct Act

The Offeror warrants that it presently has no interest and 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. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one (1) proposal in response to this RFP.

B. NUMBER OF COPIES

Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost/other) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors shall deliver:

1. **Technical Proposals** – One (1) ORIGINAL HARD COPY and Four (4) HARD COPIES binder 1; OPTIONAL: one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.** If not able to email, then what are other acceptable electronic versions (CD, thumb drive)?
 - NOTE: Proposals containing confidential information **must** be submitted as two separate binders:
 - **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file
2. **Cost Proposals** – No Cost Proposals for this RFP.
3. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern. Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should 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 (Binder 1):

- a) Table of Contents
- b) Signed Letter of Transmittal (Appendix E)
- c) Proposal Summary to include the following:
 - 1) **Cover Letter.** A one-page cover letter must accompany each proposal identifying the proposal and the people and/or agency submitting it, citing the RFP and containing a brief summary of the proposal. The cover letter must be signed (**using an ink pen for the signature**) by a person or persons authorized to submit the offer and sign a contract if a contract is awarded.
 - 2) **Background Statement.** Offerors submitting proposals shall submit a signed statement (**using an ink pen for signature**) (a) indicating that they are qualified to provide the services specified in the Scope of Work.
 - 3) **Resume/License/Certifications:** Offerors shall present resumes outlining in chronological order their professional credentials and work experience(s) relevant to the services identified in this RFP, with the most current work experience listed first. Copies of licenses and certifications shall be provided in the Offeror's response.
 - 4) **Past Performance Information:**
 - a. Offerors who do not have a history of contractual work with the NMDDS are required to submit two signed (**signatures must be with ink pen**) letters of recommendation with their respective proposals. The letters of recommendation must come from individuals familiar with the Offeror's experience, skills and quality of work directly related to the services identified in this RFP and not from general knowledge of the Offeror or from other professional relationships with the Offeror not directly related to the services identified in this RFP. References are preferred from the Offeror's partners, former partners, supervisors or other professionals who have observed or participated in the provision of medical, psychiatric or psychological services provided by the Offeror. Those writing the letters of recommendation will be contacted by the Evaluation Committee to discuss the references and the Offeror consents to the contact by submitting the letters of reference.

In addition, Offerors **must** also provide a clinically-relevant document, e.g. a medical evaluation, examination or consultative reports with conclusions or recommendations provided, that demonstrates the Offerors thought process. Any personally identifiable information of the patient within the submitted sample/example must be redacted in order to protect their confidentiality.

- b. **Offerors with a history of contractual work with the NMDDS will be evaluated by past performance and no letters of reference shall be submitted.** If Offeror(s) have prior MC experience from another state DDS and/or the SSA, then references from each DDS and/or SSA where the Offeror provided contracted services or was employed must be provided for contact by the Evaluation Committee. The Offeror consents to the Evaluation Committee contacting the references by providing the contact information, to include names, titles, telephone numbers and facsimile numbers (if any) and email addresses (if any).
- c) Response to Contract Terms and Conditions
 - d) Offeror's Additional Terms and Conditions
 - e) Response to Specifications
 - f) Oral Presentation (Appendix M)
 - g) Mandatory Specification (If applicable)
 - h) Desirable Specification (If applicable)
 - i) Financial Stability (If applicable)
 - j) Performance Surety Bond (If applicable)
 - k) Signed Campaign Contribution Form (Appendix B)
 - l) New Mexico Preferences (If applicable)
 - m) Other Supporting Material (If applicable)

2. Cost Proposal (Binder 2):

No Cost Proposal for this RFP.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

The contract shall become effective upon approval of the Department of Finance and Administration and shall continue for four fiscal years at the discretion of the Division of Vocational Rehabilitation contingent upon sufficient funding and satisfactory Scope of Work performance. In no circumstance shall the contract exceed a total of four years in duration.

The Contractor shall perform the following work when performing independent medical/psychiatric or psychological assessments:

1. Provide medical/psychiatric, psychological and/or speech/language assessments or consultations according to Disability Evaluation under Social Security guidelines to the Adjudicators and other staff, as necessary, regarding the type of medical development needed to complete a detailed assessment of an applicant's impairment(s) for purposes of a Social Security disability determination, as follows:
 - a. Medical assessments consist of a variety of actions as required by the Social Security Administration (SSA) to assess all types of disability claims according to the standards set forth in the SSA Program Operations Manual System (POMS) and Disability Evaluation under Social Security ("listings book"). Such activities include:
 - i. Assist in preparing and/or completing assessment forms based on review and analysis of adequate medical and nonmedical information (SSA-4734 Physical Residual Functional Capacity Assessment (RFC));
 - ii. Assist in preparing and/or completing SSA-2506 Psychiatric Review Technique (PRTF) forms;
 - iii. Assist in preparing and/or completing SSA-4734-F4-SUP Mental Residual Functional Capacity Assessment (MRFC) forms;
 - iv. Assist in preparing and/or completing SSA-538-F6 Childhood Disability Evaluation Form;
 - v. Assist in preparing and/or completing SSA-416 Medical Evaluation form for medical/psychiatric, psychological and/or speech/language assessments;
 - b. Consultation consists of meeting/discussing with Adjudicative and other agency staff the adequacy of medical/psychological/psychiatric and other evidence, completing other assessment forms and/or describing alternative actions as required in case assessment and decision making of Social Security claims.
 - c. Contact by telephone or letter, when necessary, sources of medical evidence of record, consulting physicians, hospitals, or any other source that may provide medical,

psychiatric or psychological information that result in medical/psychological or other evidence necessary to NM DDS (considered part of the Case Assessment process).

2. Conduct quality review assessments on other Medical Consultants case reviews and provide feedback/recommendations/trainings/corrective actions as needed.
3. Review high-risk CE procedure requests and approve/disapprove.
4. Provide training to both new Medical Consultants and tenured Medical Consultants in Disability Evaluation under Social Security guidelines and train in the use of the Electronic Worksheet (EWS), eCAT and Document Management Architecture (DMA) as requested. Assist in the training of new Adjudicators regarding the medical, psychiatric or psychological aspects of body systems according to Disability Evaluation under Social Security guidelines. Assist in training and/or presenting to new DDS and OHA staff members and tenured DDS and/or OHA staff members as requested by DDS administration.
5. Attend specialized training regarding Social Security Regulations affecting the NMDDS program as required or authorized by the Agency.
6. Act as liaison between DDS administration and the medical consultant staff to provide information from the administration to the medical consultant staff and from the medical consultant staff to administration as needed. Advocate for the needs and/or on behalf of the other Medical Consultants as required. Recommend to Disability Determination Services administration procedures and the modification of procedures as they affect the work of the medical consultant staff.
7. Attend Medical Consultant/Medical Advisor meetings/trainings as convened and serve on agency committees by the NMDDS Administration as requested.
8. Advise physicians or other members of the medical community of the medical and/or functional information required by the Social Security Administration for purposes of making a disability determination.
9. Accept cases on referral as directed by administration unless a prior professional or personal relationship exists with the claimant.
10. Assign cases to Medical Consultants workload as needed and/or necessary.
11. Maintain a master calendar of medical consultant schedules including consultative hours, vacations and/or changes in routine schedules.

The methods and procedures for providing these services will be as outlined by SSA requirements, as prescribed in POMS, and as specified in NMDDS policies, procedures, and other authoritative references.

Completed case/medical assessment (approximately 60% of time spent on completing assessments): A completed case/medical assessment is a case that has **all** necessary forms (i.e. 416, RFC, PRTF and/or MRFC, etc) signed by the appropriate MC for closure **and** disposition by the NMDDS. A completed case means that all case actions have been appropriately addressed and taken

for the case to be completed and disposed by the NMDDS.

Non-Case related services/activities (approximately 40% of time) include, but are not limited to:

- a. Attending, preparing and/or conducting training for new MCs and/or Adjudicators
- b. Staffing/Peer consultation
- c. Attending required meetings
- d. Traveling as required by the Agency

B. TECHNICAL SPECIFICATIONS

1. Credentials, Training and Experience

Documents demonstrating licensure in New Mexico. If not licensed in New Mexico, provide license from another state or provide a written narrative as to it will relate the qualified experience.

2. Understanding of Objective(s)

Offerors must include a narrative description of how they will complete the Scope of Work as detailed in Section IV.A. Responsive proposals shall contain a detailed description of the techniques and methods used based on experience that will be used to successfully hold a public hearing and complete the permitting process.

3. Knowledge and Expertise

An updated vita or detailed resume substantiating medical qualifications of practical relevant experience, and a brief summary of medical cases for which you have studied or concluded.

4. Availability

Affirmative statement of your availability is required and understood, and that there will be no restrictions or problems with meeting this requirement.

5. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

6. Mandatory Specifications

NOT APPLICABLE TO THIS RFP.

7. Desirable Specification

NOT APPLICABLE TO THIS RFP.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

NOT APPLICABLE TO THIS RFP.

2. Performance Surety Bond

NOT APPLICABLE TO THIS RFP.

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form. The form **must** be completed and must be signed by the person authorized to obligate the firm/self or company. (See APPENDIX E)

4. 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)

5. Cost

NOT APPLICABLE TO THIS RFP.

6. 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 of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX G) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

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 IV.B and IV C	Points Available
Technical Specifications	
1. Credentials, Training and Experience	200
2. Understanding of Objective(s)	200
3. Knowledge and Expertise	400
4. Availability	150
5. Oral Presentation	50
6. Mandatory Specs	N/A
7. Desirable Specs	N/A
Business Specifications	
8. Financial Stability	N/A
9. Performance Surety Bond	N/A
10. Letter Of Transmittal	Pass Fail
11. Signed Campaign Contribution Disclosure Form	Pass/Fail
12. Cost	N/A
TOTAL	1,000 points
13. New Mexico Preference - Vendor Points per Section IV C. 6	
14. New Mexico Preference - Resident Vendor Points per Section IV C. 6	
15. New Mexico Preference - Resident Veterans Points per Section IV C.6	

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

Technical Specifications

1. Credentials, Training and Experience (200 pts.)

Points will be awarded based on the Offerors supporting credentials, resumes, and overall professional qualifications.

2. Understanding of Objectives (200 pts.)

Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited and the perceived validity of the response.

3. Knowledge and Expertise (400 pts.)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor)

4. Availability (200 pts.)

Points will be awarded based upon an evaluation of availability and responses concerning the quality of the Offeror's services, the timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Offeror's overall performance.

5. Oral Presentation (if needed) (50 pts.)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor).

6. Mandatory Specifications

No points assigned for this RFP.

Agencies must include evaluation criteria based on Section IV. B.

7. Desirable Specifications

No points assigned for this RFP.

Agencies must include evaluation criteria based on Section IV. B.

Business Specifications

8. Financial Stability

Pass/Fail only. No points assigned for this RFP.

9. Performance Bond

If required. Pass/Fail only. No points assigned for this RFP.

10. Letter of Transmittal

Pass/Fail only. No points assigned for this RFP.

11. Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned for this RFP.

12. Cost

No points assigned for this RFP.

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

Lowest Responsive Offer Bid

This Offeror's Bid

X Available Award Points

13. New Mexico Preferences

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

14. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

15. New Mexico Resident Veterans Business Preference

If the Offeror has provided their 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 II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). 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
CHIEF MEDICAL CONSULTANTS
RFP #18-6601

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 3:00 PM on Thursday December 14, 2017. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Lucas Gauthier, Procurement Manager
Division of Vocational Rehabilitation
435 St. Michaels Dr. Bldg. D
Santa Fe, NM 87505
Fax: 505-954-8556
E-mail: Lucas.Gauthier@state.nm.us

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM 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 either 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“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.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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
SAMPLE CONTRACT

**STATE OF NEW MEXICO
NEW MEXICO DIVISION OF VOCATIONAL REHABILITATION
NEW MEXICO DISABILITY DETERMINATION SERVICES
(NMDVR/NMDDS)**

PROFESSIONAL SERVICES CONTRACT # 18-644-1000-xxxx

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NEW MEXICO DISABILITY DETERMINATION SERVICES (NMDDS), AN AGENCY WITHIN THE NEW MEXICO DIVISION OF VOCATIONAL REHABILITATION (NMDVR)** hereinafter referred to as the "Agency," and **TBD**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration ("DFA").

This Contract is developed and executed pursuant to RFP #18-xxxx, Request for Proposal for Chief Medical Assessment and Consultant Services. The Contractor's written proposal to RFP #18-xxxx, to include all signed attachments submitted by the Contractor in response to RFP #18-xxxx.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work when performing independent medical/psychiatric, psychological or speech and language assessments:

The methods and procedures for providing these services will be as outlined by SSA requirements, as prescribed in POMS, and as specified in NMDDS policies, procedures, and other authoritative references.

1. Provide medical/psychiatric, psychological and/or speech/language assessments or consultations according to Disability Evaluation under Social Security guidelines to the Adjudicators and other staff, as necessary, regarding the type of medical development needed to complete a detailed assessment of an applicant's impairment(s) for purposes of a Social Security disability determination, as follows:
 - a. Medical assessments consist of a variety of actions as required by the Social Security Administration (SSA) to assess all types of disability claims according to the standards set forth in the SSA Program Operations Manual System (POMS) and Disability Evaluation under Social Security ("listings book"). Such activities include:
 - i. Assist in preparing and/or completing assessment forms based on review and analysis of adequate medical and nonmedical information (SSA-4734 Physical Residual Functional Capacity Assessment (RFC));
 - ii. Assist in preparing and/or completing SSA-2506 Psychiatric Review Technique (PRTF) forms;
 - iii. Assist in preparing and/or completing SSA-4734-F4-SUP Mental Residual Functional Capacity Assessment (MRFC) forms;
 - iv. Assist in preparing and/or completing SSA-538-F6 Childhood Disability

Evaluation Form;

- v. Assist in preparing and/or completing SSA-416 Medical Evaluation form for medical/psychiatric, psychological and/or speech/language assessments;
 - b. Consultation consists of meeting/discussing with Adjudicative and other agency staff the adequacy of medical/psychological/psychiatric and other evidence, completing other assessment forms and/or describing alternative actions as required in case assessment and decision making of Social Security claims.
 - c. Contact by telephone or letter, when necessary, sources of medical evidence of record, consulting physicians, hospitals, or any other source that may provide medical, psychiatric or psychological information that result in medical/psychological or other evidence necessary to NM DDS (considered part of the Case Assessment process).
2. Conduct quality review assessments on other Medical Consultants case reviews and provide feedback/recommendations/trainings/corrective actions as needed.
 3. Review high-risk CE procedure requests and approve/disapprove.
 4. Provide training to both new Medical Consultants and tenured Medical Consultants in Disability Evaluation under Social Security guidelines and train in the use of the Electronic Worksheet (EWS), eCAT and Document Management Architecture (DMA) as requested. Assist in the training of new Adjudicators regarding the medical, psychiatric or psychological aspects of body systems according to Disability Evaluation under Social Security guidelines. Assist in training and/or presenting to new DDS and OHA staff members and tenured DDS and/or OHA staff members as requested by DDS administration.
 5. Attend specialized training regarding Social Security Regulations affecting the NMDDS program as required or authorized by the Agency.
 6. Act as liaison between DDS administration and the medical consultant staff to provide information from the administration to the medical consultant staff and from the medical consultant staff to administration as needed. Advocate for the needs and/or on behalf of the other Medical Consultants as required. Recommend to Disability Determination Services administration procedures and the modification of procedures as they affect the work of the medical consultant staff.
 7. Attend Medical Consultant/Medical Advisor meetings/trainings as convened and serve on agency committees by the NMDDS Administration as requested.
 8. Advise physicians or other members of the medical community of the medical and/or functional information required by the Social Security Administration for purposes of making a disability determination.
 9. Accept cases on referral as directed by administration unless a prior professional or personal relationship exists with the claimant.
 10. Assign cases to Medical Consultants workload as needed and/or necessary.

11. Maintain a master calendar of medical consultant schedules including consultative hours, vacations and/or changes in routine schedules.

The methods and procedures for providing these services will be as outlined by SSA requirements, as prescribed in POMS, and as specified in NMDDS policies, procedures, and other authoritative references.

A breakdown of the estimated monthly amount of time to be focused in each of these primary areas listed in the Scope of Work above is as follows:

1. Medical assessments for Review and/or Signature – **60%**
2. Medical consultation and/or coverage – **10%**
3. Quality Assurance reviews and DQB reviews/rebuttals – **10%**
4. CE Order reviews/signatures and CE report reviews and provider contact – **10%**
5. MC Meetings, other Administrative duties, MC and/or Adjudicative training and prep work – **10%**

Depending upon the needs of the agency, any of the category percentages can increase or decrease in any given month. An example would be during a time of training either new Medical Consultants or new Adjudicators, whereby more time would be expected of the Chief MC to spend more hours training and prepping materials. In addition, QA reviews can be adjusted as well due to the need for further quality evaluation in order to maintain expected standards.

- B. Services will be performed at the following:

New Mexico Disability Determination Services (NMDDS) Office

Currently located at:

7421 Bartlett N.E.
Albuquerque, New Mexico 87109

- C. **Performance Measures:** Contractor shall substantially perform the following Performance Measures after becoming an Independent MC:

1. Provide a minimum of twenty-five (25) work hours per week, on average as measured quarterly (Federal Fiscal Year/Quarter) during normal office hours (7:30 AM to 5:00 PM) for NMDDS (does not include weekends, New Mexico State Personnel approved holidays or days that the NMDDS is closed for any reason during a regularly scheduled work day). No extended leave beyond seven (7) consecutive calendar days can be taken in the last six (6) weeks of each federal fiscal year and only one 7-day period of leave can be taken during this time. This measure can be waived due to extenuating circumstances (i.e. emergency leave). The federal fiscal year is from October 1 through September 30.
2. Maintain a Cumulative Substantive Accuracy Rate of 95% or better quality rating as determined by the NMDDS Quality Assurance Unit and/or the Social Security Administration Disability Quality Branch and/or the Office of Program Integrity Review.

3. Maintain an average turn-around time of three (3) workdays, including date of assignment, with either a completed case/medical assessment or recommendation for additional development.
 4. Provide consultation as needed during the work week, which is based on the schedule of availability. Relief from this standard (by NMDDS management) in order to address workflow issues is not uncommon and will be documented by NMDDS as it occurs.
 5. Increased volume of contracted services may be requested to address seasonal surges in case receipts, in which case a temporary schedule for availability will be negotiated with the Contractor.
- D. **Evaluation:** NMDDS will conduct periodic monitoring to ensure compliance with the standards as established by POMS and that the contract is maintained. The results from the monitoring will be used to indicate the necessity for any corrective actions, remedial actions or adjustments to fee rates for these actions as defined in the Compensation section below.
- E. The single point of contact for professional medical consultant services under this contract is the NMDDS Chief Medical Consultant (and the NMDDS Assistant Chief Medical Consultant in the absence of the Chief Medical Consultant). The point of contact for contractual and other administrative issues involving this contract is the NMDDS Director of Special Programs or NMDDS Administrator.

2. **Compensation.**

- A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at a set base rate per completed assessment, plus gross receipts tax (GRT), and for any non-case related services (i.e. trainings, meetings, etc.) and shall be paid by the Agency to the Contractor per the following method:

NMDDS will conduct payment schedules at rate of _____ (\$0.00) per hour.

- B. The total amount payable to the Contractor under this Agreement over a four-year (4-yr) term shall not exceed _____ (\$0.00) dollars, excluding gross receipts tax. The New Mexico gross receipts tax levied at current tax rates on the amounts payable under this Agreement at the rate of 0.0% (Bernalillo County, NM) for a total of _____ (\$0.00). The total amount payable to the Contractor under this Agreement, including gross receipts tax shall not exceed _____ (\$0.00). 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.

- C. Payment in FYxx, FYxx, FYxx & FYxx (add FY xx?, see below) 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 DFA. 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.

1. In state FYxx the Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ (\$0.00) dollars in state FYxx. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in state FYxx totaling _____ (\$0.00) shall be paid by the Agency to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed _____ (\$0.00) in state FYxx. 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.
2. In state FYxx the Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ (\$0.00) dollars in state FYxx. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in state FYxx totaling _____ (\$0.00) shall be paid by the Agency to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed _____ (\$0.00) in state FYxx. 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.
3. In state FYxx the Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ (\$0.00) dollars in state FYxx. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in state FYxx totaling _____ (\$0.00) shall be paid by the Agency to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed _____ (\$0.00) in state FYxx. 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.
4. In state FYxx the Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ (\$0.00) dollars in state FYxx. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in state FYxx totaling _____ (\$0.00) shall be paid by the Agency to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed _____ (\$0.00) in state FYxx. 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.
5. In state FYxx the Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ (\$0.00) dollars in state FYxx. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in state FYxx totaling _____ (\$0.00) shall be paid by the Agency to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed _____ (\$0.00) in state

FYxx. 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.

D. The 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.

E. The following federal resources are appropriated under this agreement, as follows:

Federal Funds:	\$ 0.00
<u>State General Fund:</u>	<u>\$ 0.00</u>
Total:	\$ 0.00

Source of Federal Funds:

Federal Granting Agency:	U.S. Social Security Disability Insurance
Federal Grant Program:	Social Security Administration – Grants to States
CFDA No.:	96.001

Contractor agrees to be governed by the requirements applicable for federal funding contained in the following federal regulations:

- 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 20 CFR 404 – Regulations of the Social Security Administration, U.S. Social Security Disability Insurance.

3. Term.

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

4. Termination.

- A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.
- B. Notice; Agency Opportunity to Cure.
1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.
- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*
- D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient funds appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government, as applicable to this Agreement. If sufficient appropriations, allocations and authorization are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of contract funds available for expenditure by the Agency, this contract may be terminated or amended to a lower amount of funds upon written notice 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.

- A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the President of the United States (Executive Order No. 11246, as amended by Executive Order No. 11375, and as supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR, part 60 and 45 CFR part 80, if applicable) of the and the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the United States Government and 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 or genetic information, 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.
- B. If during any 12-month period (including the 12 months preceding the effective date of this Agreement), the Contractor has been or is awarded a contract, funded in whole or in part with federal funds, or the Contractor has subcontracted a portion or all of the Scope of Work requirements under this Agreement, the Contractor shall comply with the following, except for work performed outside the United States by employees who are not recruited within the United States, and the Contractor shall provide to the Agency information necessary to determine the applicability of this clause.
1. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to:
 - (a) Employment;
 - (b) Upgrading;
 - (c) Demotion;
 - (d) Transfer;
 - (e) Recruitment or recruitment advertising;
 - (f) Layoff or termination;
 - (g) Rates of pay or other forms of compensation; and
 - (h) Selection for training, including apprenticeship.
 2. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Agency's Contracts Manager that explain the information in this paragraph B.
 3. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Agency's Contracts Manager advising the labor union or workers' representative of the Contractor's commitments under this paragraph B, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the United States Secretary of Labor.
 5. The Contractor shall furnish to the Agency all information required by Executive Order 11246, as amended, and by the rules, regulations and orders of the United States Secretary of labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the effective date of this Agreement, the Contractor shall, within 30 days after the effective date of this Agreement, apply to either the regional Office of the Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

6. The Contractor shall permit access to its premises, during normal business hours, by the Agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Agency and the federal government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
 7. The Contractor shall include the terms and conditions of this entire clause in every subcontract or purchase order that is not exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
 8. Disputes relative to federal Equal Opportunity laws will be governed by the procedures set forth in 41 CFR 60-1.1.
- C. Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability.
1. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as:
 - a. Recruitment, advertising, and job application and procedures;
 - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - c. Rates of pay or any other form of compensation and changes in compensation;
 - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - e. Leaves of absence, sick leave, or any other leave;
 - f. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - g. Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - h. Activities sponsored by the Contractor, including social or recreational programs; and
 - i. Any other term, condition, or privilege of employment.
 2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the United States Secretary of Labor issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.
 3. Postings: The Contractor agrees to post employment notices stating:
 - a. The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - b. The rights of applicants and employees.
 4. These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be provided to the Contractor by the Agency's Contracts Manager.
 5. The Contractor shall notify each labor union or representative of workers with which it

has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

6. The Contractor shall include the terms of this entire clause in every subcontract or purchase order in excess of \$10,000 unless exempted by applicable rules, regulations, or orders of the United State Secretary of Labor. The Contractor shall act to enforce the terms of this paragraph C, including action for noncompliance.
- D. If the Contractor is found not to be in compliance with all the requirements set forth in this clause during the life of this Agreement, the 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.

- A. 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 Department of Finance and Administration, the State Auditor and the Comptroller General of the United States. 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 or the federal government to recover excessive or illegal payments.
- B. The Contractor receiving state or federal funds from the Agency shall comply, if applicable, with auditing requirements under the Single audit Act (31 USC, Section 7501, et seq.) and the New Mexico State auditor's rules and regulations. If the Contractor is determined to be a sub-recipient and not a vendor under the federal Single Audit Act, the Contractor shall comply with the audit requirements of the Single Audit Act. The Contractor shall also comply, as applicable, with requirements of all other federal laws, executive orders, regulations and policies governing the program(s) associated with this Agreement. In addition, as applicable, the Contractor shall comply with the Office of Management and Budget (OMB) Circulars, such as A-21, A-87, A-102, A-110, A-122 and A-133.
- C. If the Contractor receives more than \$100,000 under this Agreement or more than \$100,000 in any fiscal year, from the Agency, the Contractor shall prepare annual financial statements and

obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

- D. The Contractor shall maintain the financial statements for a period of no less than six (6) years and shall make the financial statements and the CPA's audit or opinion available to the Agency upon request.

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 programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

22. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1)

calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. 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.

24. 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.

25. 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:

Disability Determination Services
Attn: Daniel Roper, Administrator
P.O. Box 4588

Albuquerque, New Mexico 87196
Daniel.Roper@ssa.gov

To the Contractor:

Name:
Address:
City/State/Zip:
Email:

The Parties shall notify each other in writing of any change in the contact information provided above within five (5) business days (excluding weekends and State approved holidays) by United States mail, either first class mail or certified mail, postage prepaid, by hand-delivery, by facsimile or by scanned/email with the sender maintaining proof that the facsimile or scanned email was successfully transmitted.

26. 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.

27. Property.

- A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property acquired by the Agency, including acquisition through a lease-purchase Contract, the cost of which the Contractor is to be reimbursed as a direct item of cost under this Contract, shall immediately vest in the Agency upon delivery of such property to the Contractor. Title to other property, the costs of which is to be reimbursed to the Contractor under this Agreement, shall immediately vest in the Agency upon 1) issuance for use of such property in the performance of this Agreement or 2) use of such property in the performance of this Agreement or 3) reimbursement of the cost thereof by the Agency, whichever first occurs.
- B. Title to the Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.
- C. The Contractor shall maintain a property inventory and administer a program of maintenance, repair and protection of Agency property so as to assure its full availability and usefulness for performance under this Agreement. In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this Agreement, it shall use the proceeds to repair or replace the Agency property.

28. Accessibility of Meetings, Conferences, and Seminars to Persons With Disabilities.

The Contractor shall assure that any meeting, conference, or seminar held pursuant to this Agreement will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and any implementing regulations of the Department.

29. Key Personnel.

- A. The personnel designated as key personnel in this Agreement are considered to be essential to the work being performed under this Agreement. Prior to diverting any of the specified individual to other programs, or otherwise substituting any other personnel for specified personnel, the Contractor shall notify the Agency's Project Manager for this contract reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract effort. No diversion or substitution shall be made by the Contractor without written consent of the Agency's Project Manager; provided that the Agency's Project Manager may ratify a diversion or substitution in writing and that ratification shall constitute the consent of the Agency required by this clause. The Agreement shall be amended to reflect the addition or deletion of key personnel.
- B. The following personnel have been identified as Key Personnel in the performance of this Agreement:

To the Agency:

Daniel Roper, Administrator
New Mexico Disability Determination Services (NMDDS)
7421 Bartlett N.E.
Albuquerque, New Mexico 87109

Phone (505) 841-5714
Daniel.Roper@ssa.gov

Lucas Gauthier, Procurement Manager
New Mexico Division of Vocational Rehabilitation- NMDVR
435 St. Michael's Dr. Building D
Santa Fe, NM 87505
Phone (505) 954-8532
Fax (505) 954-855
Lucas.Gauthier@state.nm.us

30. Debarment and Suspension and Other Responsibility Matters.

- A. Contractor certifies by signing this Agreement, that Contractor and Contractor's Principals, if applicable, to the best of Contractor's knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: 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; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated above in this Paragraph; and, (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public Agreements or transactions (Federal, State or local) terminated for cause or default. If applicable, Contractor certifies that it and its principals have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a.
- B. For the purpose of the certification in paragraph A of this provision, "Principals" means officers, directors, owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- C. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph A of this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- D. Contractor's certification in paragraph A of this provision is a material representation 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 certification in paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's certification in paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.

- E. Contractor shall require each proposed first-tier sub-Contractor whose subcontract will equal or exceed \$25,000, to disclose to the Agency whether as of the time of award of the subcontract, the sub-contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. Contractor shall make such disclosures available to the Agency. If the sub-contractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the sub-contractor.

31. Restrictions on Lobbying.

Contractors who will or may receive an aggregate total of more than \$100,000 under this Agreement, including all amendments to this Agreement, shall complete Attachment 2, Certification Regarding Restrictions on Lobbying and also complete Attachment 2A, Standard Form LLL, Disclosure of Lobbying Activities, if applicable. In addition, the Contractor shall not use any funds provided under this Contract, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et seq., and applicable federal law.

32. Drug-Free Workplace.

By signing this Agreement, the Contractor certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of this Agreement be given a copy of the statement required by Paragraph (A);
- D. Notifying the employee in the statement required by Paragraph (A) that, as a condition of employment for performance under this Agreement, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after each conviction;
- E. Notifying the Agency within ten (10) calendar days after receiving notice under Subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under Subparagraph (d)(2), with respect to any employee who is so convicted—

- (1) Imposing appropriate personnel action against such an employee, or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; **and**

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (A), (B), (C), (D), (E) and (F).

H. For the purpose of this provision:

1. "Controlled substance" means a controlled substance in schedules 1 through V of section 202 of the Controlled Substances Act (21 USC 812) and as further defined in regulation at 21 CFR 1308.11 -1308.15.
2. "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
3. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
4. "Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
5. "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
6. "Individual" means a Contractor that has no more than one employee including the Contractor.

33. Project Manager.

The Agency Project Manager for this Agreement is:

Daniel Roper, NM DDS Administrator
P.O. Box 4588
Albuquerque, New Mexico 87196
Phone #505-841-5632

The Contractor will be notified in writing within five (5) business days (excluding weekends and State approved holidays) of any change in the Project Manager information. The writing may be delivered to the Contractor by United States mail, either first class or certified mail, postage prepaid, hand-delivery, facsimile or scanned/email, with the sender maintaining proof that the facsimile or scanned email was successfully transmitted.

34. Advertising or Publicity Conducted or Published Under this Agreement.

- A. Unless otherwise specified in this contract, the Contractor is encouraged to publish and otherwise promote the results of its work under this Agreement. A copy of each article or work submitted by the Contractor for publication shall promptly be sent to the Agency Project Manager. The Contractor shall also inform the Project Manager when the article or work is published and furnish a copy in the published form.
- B. The Contractor shall acknowledge the support of the United States Department of Education, Rehabilitation Services Administration in publicizing the work under this contract in any medium. This acknowledgement shall read substantially as follows:
“This project has been funded at least in part with Federal funds from the United States Department of Education Rehabilitation Services Administration under grant/contract number (see sec.2). The content of this publication does not necessarily reflect the views or policies of the United States Department of Education Rehabilitation Services Administration nor does mention of trade names, commercial products, or organizations imply endorsement by the United States Government.”

35. Clean Air and Water and Energy Efficiency.

- A. When applicable, if this contract is in excess of \$100,000, the Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 USC 74010, Section 508 of the Clean Water Act as amended (33 USC 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15). The Contractor shall report any violation of the above to the Agency’s Project Manager within two State of New Mexico business days of written or verbal notice of the violation.
- B. The Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are in compliance with applicable federal and state energy laws, regulations and rules.

36. Licensure.

The Contractor agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the Scope of Work services provided for the Agency. The Contractor agrees to provide evidence of licensure or other regulatory requirements for the Scope of Work to the Agency, if requested in writing and by the due date specified.

37. Liability Insurance.

The Contractor shall maintain professional or general liability insurance, as applicable, for all services provided under this Contract and shall provide evidence of such coverage upon the Agency’s request.

38. Political Activity.

No funds from this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

39. Business Days.

For the purpose of this Agreement business days does not include weekends, State approved holidays or days the Agency is closed for the entire day. Any business due date that falls on a day that the Agency is closed for the entire day shall be extended to the next business day that the Agency is open for a partial or full day.

40. Calendar Days.

For the purpose of this Agreement “calendar days” is intended where “business days” is not otherwise specified. “Calendar days” does include weekends, State approved holidays and days the Agency is closed for a partial or whole day. Any calendar due date that falls on a weekend, State approved holiday or a day that the Agency is closed for the whole day shall be extended to the next calendar day that the Agency is open for a partial or a whole day.

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

By: _____ Date: _____
Joe D. Cordova
Director of Vocational Rehabilitation

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

By: _____ Date: _____
Agency's Chief Financial Officer

By: _____ Date: _____
CONTRACTOR

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

ID Number: _____

By: _____ Date: _____
Taxation and Revenue Department

This Agreement has been approved by the DFA Contracts Review Bureau:

By: _____ Date: _____
DFA Contracts Review Bureau

ATTACHMENT 2
CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING
FOR AGREEMENTS GREATER THAN \$100,000 IN THE AGGREGATE, INCLUDING
ALL AMENDMENTS

This certification is included in both applicable Requests for Proposals and Contracts. Therefore, the signatory will sign this certification as an Offeror submitting a proposal for consideration by the Agency under a validly issued Request for Proposal and as a Contractor, if awarded a contract resulting from the Request for Proposal. If there is no Request for Proposal due to a procurement exemption or as otherwise authorized by applicable federal and state law, regulations and rules, the Contractor will sign this certificate as required by federal law and regulation.

Contract No.

Contract Name:

Proposal No.

Proposal Name: Chief Medical/Psychiatric and/or Psychological Assessment and Consultant Services

By signing this Agreement, Offeror/Contractor certifies, to the best of the Offeror's/Contractor's knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contact, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying," in accordance with its instructions.

C. Offeror/Contractor shall require that the language in this Attachment 1 be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Offeror's/Contractor's certification to all of the content in this Attachment 1 is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. The Offeror's/Contractor's certification of the material in this Attachment 1 is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Offeror

Printed name of Offeror

Title: NM DDS Administrator

Date: _____

Signature of Contractor

Printed name of Contractor

Title: Medical Consultant

Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

The disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g., "RFP-DE-90-0001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b.) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT 2A

CA Dept of Education

Fiscal Policy Division

Funding Master Plan

Approved by OMB
0348-0046 Revised 4/08

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	3. Report Type: a. initial filing ____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
7. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

APPENDIX D

COST RESPONSE

APPENDIX D
COST RESPONSE FORM

NOT USED FOR THIS RFP

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

____ No sub-contractors will be used in the performance of any resultant contract OR

____ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

____ I acknowledge receipt of any and all amendments to this RFP.

_____, 2014
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F

SSA CONFIDENTIALITY REQUIREMENTS

APPENDIX F

SSA CONFIDENTIALITY REQUIREMENTS

STATE OF NEW MEXICO
DIVISION OF VOCATIONAL REHABILITATION

The Offeror hereby agrees that if awarded a contract under RFP #17-0004 to adhere to all SSA confidentiality requirements, as presented below:

SSA is concerned with protection of all Personally Identifiable Information (PII), and follows the definition provided by the Office of Management and Budget in [OMB Memorandum M-06-19](#):

“Personally Identifiable Information means any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.”

Other examples of PII may include: Social Security benefit data, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, home address, and medical information.

- A. Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract.
- B. Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate the terms of [Section 1106 of the Social Security Act and the Privacy Act, 5 U.S.C. 552a](#) and subject the Contractor to penalties.

*Signature

Date

Title

*Required: All areas must be completed or marked “not applicable” (N/A) along with a signature and date.

ATTACHMENT G
OFFEROR INFORMATION DATA SHEET

ATTACHMENT G

OFFEROR INFORMATION DATA SHEET

Offeror Name _____

* Contact Person _____

E-mail Address _____

Day Telephone Number _____

* Emergency Telephone Number _____

* Valid Street Address _____

Mailing Address _____

City _____ State _____ Zip _____

NM Gross Receipts Tax Number
(11 digits)

New Mexico Vendor Number

*Signature _____

* Required: All areas must be completed or marked "not applicable" (N/A) along with a signature and date.

ATTACHMENT H

PROFESSIONAL PRACTICE QUESTIONS

ATTACHMENT H

PROFESSIONAL PRACTICE QUESTIONS

Please answer all of the following Yes or No questions. If you answer “Yes” to any question, please give details including name, address, and telephone number of contact person(s) with any information on a separate sheet of paper.

1. Have you ever been denied membership or renewal thereof, or been subject to disciplinary action in any professional organization? If yes, provide details.
2. Have you ever been arrested? If so explain the circumstance, regardless of the outcome (i.e. expunged, dismissed, sealed, and vacated).
3. Have you ever been named as a defendant in any criminal proceedings? If yes, provide details.
4. Have you ever been subject to investigation by a governmental entity or Board that either could have resulted or did result in licensure sanction or other adverse actions, irrespective of the outcome? If yes, provide details.
5. Have you ever been named in any formal requests for corrective actions filed by any healthcare entity where you have had an appointment (a request that could result in either formal or informal proceedings)? If yes, provide details.
6. Has your application for licensure or license to practice in any jurisdiction ever been investigated, voluntarily or involuntarily limited, suspended, revoked, surrendered or denied?
7. Are any currently held licenses pending investigation or being challenged? If yes, provide details.

8. Have you ever been notified to appear before any licensing agency for a hearing or complaint of any nature? If yes, provide details.

9. Has your federal or state narcotics registration certificate in any jurisdiction ever been voluntarily or involuntarily limited (stipulations), suspended, revoked, restricted, or are there currently challenges to any of these items? If yes, provide details.

10. Have you ever resigned from a healthcare entity to avoid modification, suspension, or termination of privileges, or while under investigation? If yes, give details.

*SIGNATURE: _____

DATE: _____

* Required: All areas must be completed or marked "not applicable" (N/A) along with a signature and date.

ATTACHMENT I
NOTICE OF AVAILABILITY

ATTACHMENT I

NOTICE OF AVAILABILITY

Please indicate your hours of availability **
(Please indicate A.M. or P.M.)

Day of Week	From _____	To _____
Monday	_____	_____
Tuesday	_____	_____
Wednesday	_____	_____
Thursday	_____	_____
Friday	_____	_____

Total Hours per Week _____

Total Hours per Month _____

*Signature

Date

****NOTE:** The hours of availability simply identify the hours the Contractor is generally available to perform the Scope of Work defined in the contract and need not equal the total hours available per week.

*** Required:** All areas must be completed or marked “not applicable” (N/A) along with a signature and date.

ATTACHMENT J

DRUG FREE WORKPLACE

ATTACHMENT J

DRUG FREE WORKPLACE

By signing this Attachment, the Offeror certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about—
 1. The dangers of drug abuse in the workplace;
 2. The Offeror's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs, and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of this Agreement be given a copy of the statement required by Paragraph (A);
- D. Notifying the employee in the statement required by Paragraph (A) that, as a condition of employment for performance under this Agreement, the employee will—
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after each conviction;
- E. Notifying the Agency within ten (10) calendar days after receiving notice under Subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under Subparagraph (d)(2), with respect to any employee who is so convicted—
 1. Imposing appropriate personnel action against such an employee, or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; **and**
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (A), (B), (C), (D), (E) and (F).

H. For the purpose of this provision:

1. "Controlled substance" means a controlled substance in schedules 1 through V of section 202 of the Controlled Substances Act (21 USC 812) and as further defined in regulation at 21 CFR 1308.11 -1308.15.
2. "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
3. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
4. "Drug-free workplace" means the site(s) for the performance of work done by the Offeror in connection with a specific contract where employees of the Offeror are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
5. "Employee" means an employee of an Offeror directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Offeror employee who has other than a minimal impact or involvement in contract performance.
6. "Individual" means an Offeror that has no more than one employee including the Offeror.

*Required: All areas must be completed or marked "not applicable" (N/A) along with a signature and date.

Offeror's Signature

Date

Offeror's Printed Name

Date

ATTACHMENT K

**DEBARMENT and SUSPENSION and OTHER RESPONSIBILITY
MATTERS**

ATTACHMENT K

DEBARMENT and SUSPENSION and OTHER RESPONSIBILITY MATTERS

- A. Offeror certifies by signing this Attachment, that Offeror and Offeror's Principals, if applicable, to the best of Offeror's knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: 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; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated above in this Paragraph; and, (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public Agreements or transactions (Federal, State or local) terminated for cause or default. If applicable, Offeror certifies that it and its principals have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a.
- B. For the purpose of the certification in paragraph A of this provision, "Principals" means officers, directors, owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- C. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph A of this provision. The knowledge and information of the Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- D. Offeror's certification in paragraph A of this provision is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. Offeror shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Offeror learns that Offeror's certification in paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that Offeror's certification in paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.
- E. Offeror shall require each proposed first-tier sub-Offeror whose subcontract will equal or exceed

\$25,000, to disclose to the Agency whether as of the time of award of the subcontract, the sub- Offeror, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. Offeror shall make such disclosures available to the Agency. If the sub-Offeror, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the sub-Offeror.

*Required: All areas must be completed or marked “not applicable” (N/A) along with a signature and date.

Offeror Signature

Date

Offeror Printed Name

Date

ATTACHMENT L

ACKNOWLEDGEMENT OF RECEIPT FORM

CERTIFICATION REGARDING RESPONSIBILITY MATTERS

ATTACHMENT L

ACKNOWLEDGEMENT OF RECEIPT FORM

CERTIFICATION REGARDING RESPONSIBILITY MATTERS

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that the undersigned has reviewed the **Certification regarding Responsibility Matters** of this RFP. This acknowledgement of receipt shall be signed and returned with the Offeror's Proposal.

*Required: A signature and date.

Offeror Signature

Date

Offeror Printed Name

Date

APPENDIX M

ACKNOWLEDGEMENT OF ORAL PRESENTATION FORM

APPENDIX M

REQUEST FOR PROPOSAL RFP #: 18-6601

ACKNOWLEDGEMENT OF ORAL PRESENTATION FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that, if selected as a finalist, he/she (Offeror) **must** agree to Section IV, Item B, paragraph 5, to provide the Evaluation Committee the opportunity to interview proposed individuals, firms, at the option of the Agency.

The acknowledgement of receipt shall be signed and returned and submitted with your proposal.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

Offeror is required to send the following acknowledgement directly to:

Name: Lucas Gauthier
Address: New Mexico Division of Vocational Rehabilitation
(NMDVR)
435 St. Michaels Dr., Bldg. D
Santa Fe, NM 87501
Telephone: (505) 954-8532
Fax: (505) 954-8556
Email: Lucas.Gauthier@state.nm.us

APPENDIX N
RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* _____
(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.