

REQUEST FOR PROPOSALS



NEW MEXICO DIVISION OF
VOCATIONAL REHABILITATION

PUBLIC EDUCATION DEPARTMENT

RFP No. 21-10
Medical/Psychiatric/Psychological Consultant Services

March 2021

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I. ADVERTISEMENT

New Mexico Division of Vocational Rehabilitation

RFP No. 21-10

Medical/Psychiatric/Psychological Consultant Services

The New Mexico Division of Vocational Rehabilitation (NMDVR or Division) is requesting proposals from qualified firms or Offerors for the purpose of hiring a Contractor(s) to provide medical/psychiatric, and/or psychological assessments, or consultations, according to Disability Evaluation under the federal Social Security Administration guidelines.

NMDVR will only accept proposals from licensed Physicians, Psychiatrists or Psychologists.

Proposals shall be valid for one hundred twenty (120) days subject to all action by the Division. NMDVR reserves the right to reject any or all proposals in part or in whole. **Proposals shall be submitted electronically, on a compact disc, in a sealed container or envelope, indicating the proposal title and number, including the Offeror's name and address clearly marked on the outside of the container or envelope. All proposals must be received and recorded by the NMDVR, 2935 Rodeo Park Drive East, Santa Fe, NM 87505, no later than 2:00 P.M. MDT on Thursday, May 13, 2021.**

A Pre-Proposal Conference will be held at 10:00 A.M. (MDT) on Wednesday, April 21, 2021, via Microsoft Teams at the following link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDlkMjU2ZDUtNmM0Ni00MDBhLWEzZmItMzdjZGI3Zjg5MmIw%40thread.v2/0?context=%7b%22Tid%22%3a%2299a462b8-97ba-42cf-9ad4-b4c142d1aee2%22%2c%22Oid%22%3a%2293e76343-b2a4-4b43-8126-8f3336785384%22%7d.

If you have difficulty accessing the pre-proposal conference please contact Joseph Padilla by phone or email (see below).

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin. Proponents of this work shall be required to comply with the President's Executive Order No. 11246 as amended.

Request for Proposals will be available by contacting Joseph Padilla by telephone at (505) 470-5681, or by email at joseph.padilla@state.nm.us, or by accessing NMDVR's website at: <http://www.dvr.state.nm.us/dvr/>.

ANY PROPOSAL SUBMITTED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.

Publish on April 12, 2021

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Division of Vocational Rehabilitation (NMDVR or Division) is requesting proposals from qualified firms or Offerors for the purpose of hiring a Contractor(s) to provide medical/psychiatric and/or psychological assessments, or consultations, according to Disability Evaluation under the federal Social Security Administration guidelines.

The New Mexico Disability Determination Services (NMDDS) is an agency, which is part of the 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 contracts issued under this RFP will be for the NMDDS adjudication process. The difference between a new MC, an Independent MC and an Experienced MC is explained in Section E, "Definition of Terminology," of this RFP.

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 its 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; required background checks; 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.

B. SCOPE OF WORK

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

A. Provide medical/psychiatric and/or psychological assessments or consultations, as applicable, 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:

1. 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:

1. 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);
2. Assist in preparing and/or completing SSA-2506 Psychiatric Review Technique (PRTF) forms;
3. Assist in preparing and/or completing SSA-4734-F4-SUP Mental Residual Functional Capacity Assessment (MRFC) forms;
4. Assist in preparing and/or completing SSA-538-F6 Childhood Disability Evaluation Form;
5. Assist in preparing and/or completing SSA-416 Medical Evaluation form for medical/psychiatric, psychological and/or speech/language assessments; and
6. Conduct telephonic consultations with treating physicians, psychologists, or other acceptable medical sources, which results in additional medical/psychological or other medical evidence necessary for the New Mexico Disability Determination Services (NMDDS) to consider as part of the medical assessment. Training in the use of Document Management Architecture and the Electronic Worksheet will be provided.

2. Consultation consists of meeting/discussing with Adjudicative and other agency staff the adequacy of medical/psychological/psychiatric and other evidence, completing assessment forms and/or describing alternative actions;

B. Review each assigned case and assist the Adjudicator with determining whether or not a disability claim is properly documented, that all significant facts are recorded, that conflicting evidence is reconciled, that credibility of evidence and allegations is assessed, and that the conclusions are sound and well rationalized;

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;

- D. Work all cases assigned by the NMDDS unless a prior professional or personal conflict exists with the claimant;
- E. Attend Medical Consultant meetings/trainings as convened by the Director of Special Programs, the NMDDS Administration or the Chief Medical Consultant of the NMDDS;
- F. Assist in the training of new Adjudicators regarding the medical, psychiatric or psychological aspects of body systems according to the criteria set forth in "Disability Evaluation Under Social Security" guidelines;
- G. Advise treating physicians and other treating professionals, of the medical and/or functional information required by the Social Security Administration for purposes of making a disability determination; and,
- H. Attend specialized training regarding Social Security Regulations affecting the NMDDS program as required or authorized by the Agency.
- I. 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.
- J. Comply with all Information Technology (IT), computer and/or laptop, procedures as well as with all Operational and/or Special Program procedures.

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.

2. Training Period: If Contractor is a new medical consultant, Contractor will undergo a comprehensive SSA disability program orientation/training period for a maximum of 1,500 hours, which is designed to develop an effective working knowledge of SSA disability program concepts needed to become an Independent/Experienced MC. Independent MC status is attained on a case-by-case basis upon consultation with the Director of Special Programs, the Chief MC, quality assurance reviews, reviews by the DDS Quality Assurance Unit and SSA Disability Quality Branch (DQB) and/or input from other NM DDS supervisory and/or management. **If the Contractor does not achieve an independent status after completing the maximum 1,500 hours of training, this contract shall terminate in accordance with paragraph 4 (Termination).**
3. Place of Services: Services will be performed at the New Mexico Disability Determination Services (NMDDS) office currently located at:

7421 Bartlett N.E.
Albuquerque, New Mexico 87109

Services may be performed remotely from home with SSA equipment issued by the NMDDS. Work may also be performed at a New Mexico SSA Field Office (SSA FO) or at another SSA FO outside of New Mexico, depending upon the availability and SSA approval of workspace at any given SSA FO. The Dallas Region consists of the following states:

- Arkansas, Louisiana, New Mexico, Oklahoma and Texas

4. Performance Measures: Contractor shall substantially perform the following Performance Measures:
 - A. Provide a minimum of twenty (20) 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 requirement may be waived at the Agency's discretion based on the Agency's caseload or other extenuating circumstances (i.e. emergency leave). The federal fiscal year is from October 1 through September 30.
 - B. 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.
 - C. Maintain an average turn-around time of three (3) workdays, including date of assignment, per case which should entail either a completed case/medical assessment or recommendation for additional development.
 - D. 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.
 - E. Increased volume of contracted services may be requested by NMDDS to address seasonal surges in case receipts, in which case a temporary schedule for increased availability will be negotiated with the Contractor.
5. Contractor Qualifications: Contactor shall be a New Mexico licensed medical physician, psychologist or psychiatrist in good standing.
6. Evaluation: NMDDS will conduct periodic monitoring to ensure compliance with the standards as established by POMS and the contract. 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.

7. Contacts: 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.

C. SCOPE OF PROCUREMENT

The NMDVR may award a single contract, or multiple contracts, as a result of this RFP. Any contract awarded under this RFP will be completely funded with federal funds and will result in a four (4) year contract term. In no case will a contract(s) exceed a total of four (4) years from the date of execution. During the term of an executed contract(s) NMDVR, at its discretion, may consider a required revision or change to hourly rates for compensation. In the event a revision to hourly rates is required, the contract(s) will be formally amended in writing and signed by both parties.

Interested Offerors, who currently have a Medical Consultant contract with NMDVR, may submit a proposal in response to this RFP, regardless of the expiration date for the Offeror's current contract.

NMDVR will only accept proposals from New Mexico licensed Physicians, Psychiatrists and Psychologists.

D. PROCUREMENT MANAGER

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: Joseph Padilla, Procurement Manger
Telephone: (505) 470-5681
Address: 2935 Rodeo Park Drive East
Santa Fe, NM 87505
Email: Joseph.Padilla@state.nm.us

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 DVR.

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“Agency”, “Division” or “NMDVR” means the New Mexico Division of Vocational Rehabilitation.

“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 Mountain Daylight Time, whichever is in effect on the date given.

“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 §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

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

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

“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”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Electronic Submission” means a successful submittal of Offeror’s proposal in a PDF format on a compact disc.

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content of the Offerors proposal.

“Experienced MC” means an Medical Consultant (“MC”) who has previously been trained and worked at another state DDS in the nation and/or at the NMDDS and has already shown successful performance as an MC. An Experienced MC may or may not require any amount of training. See definition of “Training Period”, below for training requirements for experienced MCs.

“Evaluation Committee” means a body appointed by the Agency to perform the evaluation of Offeror proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

“Final Award” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

“Finalist” is defined as 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 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 MC or 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.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Minor 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.

“New Medical Consultant (MC)” means a new MC who is to be paid at the base hourly rate of \$72 or current rate approved by SSA. New MCs will be required to participate in a training program that is intended to enable the MC to attain and achieve SSA’s and NMDDS’s performance expectations. Upon successful completion of the training program, the Contractor will attain the status of Independent Medical Consultant. The hourly and pay per case rates are established rates approved by SSA and can be subject to change during the term of the contract.

“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

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

“Procurement Manager” means any person or designee authorized by the Agency 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.

“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” or “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 “Responsive Proposal” 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.

“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 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 New Mexico Division of Vocational Rehabilitation.

“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.)

“Training and/or Training Period” means up to 1,500 hours of training allowed by the Chief MC and/or other DDS staff, which is designed to develop an effective working knowledge of the SSA disability program concepts needed to become an Independent/Experienced MC. 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 maximum of 1,500 hours of training consists of formal presentations of one-on-one case collaboration at which point the new MC will be evaluated to determine proficiency. The 1,500 hours 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 hours (1,500) 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.

“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.

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	NMDVR	4/12/2021
2.	Pre-Proposal Conference	NMDVR/Offerors	4/21/2021
3.	Distribution List Response Due	Offerors	4/21/2021
4.	Deadline to Submit Additional Written Questions	Offerors	4/28/2021
5.	Response to Written Questions/RFP Amendments	NMDVR	5/5/2021
6.	Submission of Proposal (Due 2:00 P.M., MDT)	Offerors	5/13/2021
7.	Proposal Evaluation	Evaluation Committee	May 2021
8.	Selection of Finalists	Evaluation Committee	May/June 2021
9.	Best and Final Offers	Offeror	May/June 2021
10.	Oral Presentation of Finalist	Offeror	May/June 2021
11.	Finalize Contract	Offeror/NMDVR	June 2021
12.	Contract Award	NMDVR	July 2021

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the New Mexico Division of Vocational Rehabilitation.

2. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00 A.M., MDT, through Microsoft Team at the following link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDIkMjU2ZDUtNmM0Ni00MDBhLWEzZmItMzdjZGI3Zjg5MmIw%40thread.v2/0?context=%7b%22Tid%22%3a%2299a462b8-97ba-42cf-9ad4-b4c142d1aee2%22%2c%22Oid%22%3a%2293e76343-b2a4-4b43-8126-8f3336785384%22%7d.

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section II.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

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

3. Distribution List Response Due

Potential Offerors should email the "Acknowledgement of Receipt Form" that accompanies this document (See "Appendix B") to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and emailed to the Procurement Manager (Section II.D) by the close of business on **April 21, 2021**. The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this 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.

4. Deadline to Submit Additional Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until the close of business on **April 28, 2021**. All written questions must be addressed to the Procurement Manager (Section II. 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/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on **May 5, 2021** to all potential Offerors whose organization name appears on the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than one (1) day after the answers and/or amendments were issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M., MDT, ON MAY 13, 2021. Proposals received after this deadline will not be accepted. The date and time will be recorded for each proposal.

Proposals shall be submitted (mailed or by common carrier) to the Procurement Manager at the address listed in Section II, Paragraph D. Proposals must be in a PDF format, on a compact disc, and in a sealed container or envelope, clearly indicating that the proposal is in response to **RFP #21-10, Medical/Psychiatric/Psychological Consultant Services**. Proposals submitted by hard copy or facsimile 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

The evaluation of proposals will be performed by an evaluation committee appointed by the Agency. This process will take place during the months of **May 2021**. 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, but 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 Procurement Manager will notify, the finalist Offerors in the month of **May/June 2021**. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the Oral Presentations, if any, will be determined at that time.

9. Best and Final Offers From Finalists (if applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers in **May/June 2021**. Best and final offers may be clarified and amended at the finalist Offeror's oral presentation.

10. Oral Presentation by Finalists (if applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time and location for each Offeror presentation. Presentations, if required, will be held in **May/June 2021** and will be limited to one (1) hour in duration.

11. Finalize Contract

The contract will be finalized with the most advantageous Offeror(s) in the month of **June 2021**. This date is subject to change at the discretion of the Agency. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror(s) in the time specified, the NMDVR reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Award

NMDVR anticipates awarding the contract(s) in the month of **July 2021**. These dates are subject to change at the discretion of the Agency. The contract(s) shall be awarded to the Offeror or Offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. Right to Protest

Protests of the solicitation or award must be submitted in writing to the Protest Manager identified below. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted. 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 emailed to:

New Mexico Division of Vocational Rehabilitation

Attn: Richard Martinez

Email: richard.martinez3@state.nm.us

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978 and NMAC 1.4.1.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in their **letter of transmittal (Section IV.C.3)**.

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 contract that may result from this RFP shall specify that the prime Contractor is solely responsible for fulfillment of the contract with NMDVR. NMDVR will make contract payments only to 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. Certifications and Licenses

Potential Offerors must have the proper certifications and licenses to do business in New Mexico as follows:

Corporations:

- File Articles of Incorporation with the New Mexico Secretary of State and record with the County pursuant to NMSA 1978, Section 53-4-6.
- Name of registered agent pursuant to NMSA 1978, Section 53-5-2.
- Certificate of Authority from the New Mexico Secretary of State indicating that the corporation is authorized to conduct business in New Mexico pursuant to NMSA 1978, Sections 53-17-6 and 53-17-8.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

Limited Liability Companies:

- Registered office and registered agent for service of process that is either a New Mexico resident or domestic corporation, limited liability company, or partnership that is located in New Mexico.
- File an Application for Registration with the New Mexico Secretary of State to conduct business in New Mexico and must obtain a Certificate of Good Standing from the New Mexico Secretary of State to conduct business in New Mexico.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

Limited Partnerships:

- Apply for Certificate of Registration with the New Mexico Secretary of State pursuant to NMSA 1978, Sections 54-2-1 through 54-2-48.
- File a Statement of Qualifications with the New Mexico Secretary of State pursuant to NMSA 1978, Sections 54-1A-101 through 54-1A-1206.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

General Partnerships:

- File a Statement of Partnership Authority with the Secretary of State pursuant to NMSA 1978, Sections 54-1A-101 through 54-1A-1206.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

Sole Proprietorships and Joint Ventures:

- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

6. 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. NMDVR personnel will not merge, collate, or assemble proposal materials.

7. Offerors' 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 signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

8. Proposal Offer Firm

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

9. Disclosure of Proposal Contents

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

a. *Proprietary and Confidential information is restricted to:*

1. confidential financial information concerning the Offeror's organization; and
2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.

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

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

10. No Obligation

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

11. 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.

12. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination 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.

13. Legal Review

NMDVR requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

14. 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.

15. Basis for Proposal

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

16. Contract Terms and Conditions

The Contract between NMDVR and the Contractor will follow the format specified by the Agency and contain the terms and conditions as set forth in "Appendix A" (Contract Terms and Conditions). NMDVR reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. 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 Agency's terms and conditions, as contained in this Section or in "Appendix A", that 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 are not acceptable to NMDVR and will result in disqualification of the Offeror's proposal.

The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Contract. In the event the Offeror's proposal conflicts with the RFP, the RFP governs, and, in the event the Agreement conflicts with the proposal, the Agreement governs.

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.

17. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section III.C.16, above, for requirements. If you have no additional terms and conditions, please state that you have none in your proposal.

18. 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.

19. Offeror Qualifications

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

20. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section II.E. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposal 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 discretion of the Evaluation Committee.

21. Change in Contractor Representatives

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

22. 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.

23. 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.

24. 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.

25. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the NMDVR.

26. 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 Agency's written permission.

27. 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.

28. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the NMDVR, the version maintained by the NMDVR shall govern.

29. New Mexico Employees Health Coverage

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

- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

30. Disclosure of Campaign Contributions (See “Appendix C”)

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form 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.**

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:
 - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico Preferences

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

A. **New Mexico Business Preference** - A copy of the certification must accompany Offeror's proposal.

B. **New Mexico Resident Veterans Business Preference** - A copy of the certification must accompany Offeror's proposal.

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

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

33. Prohibited Bidding

Pursuant to Section 10-16-13 NMSA 1978 no state agency or political subdivision of the State shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications or evaluation criteria on which the specific competitive bid or proposal was based.

A person accepting a bid or proposal on behalf of a state agency or political subdivision of this State shall exercise due diligence to ensure compliance with this section.

34. Consent to Jurisdiction and Venue

If a recipient of this RFP chooses to offer a proposal, the Offeror understands and agrees that by submitting such proposal to the Agency, they thereby consent to and agree to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from the contract selection and/or approval process in response to this RFP, or any dispute arising under or resulting from the performance of any contract resulting from this RFP, which cannot be resolved informally. The Offeror, by submitting such proposal, waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Offeror. By submitting such proposal, the Offeror agrees and consents that the Santa Fe County District Court shall have venue and jurisdiction over all matters arising or derived from this RFP.

35. Contract Negotiations

Contract negotiations may be held in accordance with applicable provisions of 1.4.1.39 NMAC Procurement Code Regulations.

36. 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.

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Offerors shall deliver four (4) compact discs, each containing an identical copy of their proposal, in PDF format, to the address specified in Section II, Paragraph D on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 sized pages. Offerors are strongly encouraged to limit their proposals to a maximum of fifty (50) pages. Exclusions to this limitation will be the letter of introduction, table of contents, covers, dividers, other information, i.e., letters of appreciation, etc., and acknowledgement of amendments (if applicable). **Please do not provide a copy of the RFP, or the sample contract, as part of your proposal.**

1. Confidential Information

If Offeror's proposal contains confidential information, as defined in Section II.E. and detailed in Section III.C.9, Offerors **must** provide a separate appendix, or exhibit, in your proposal clearly marked "CONFIDENTIAL".

2. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

- a. Letter of Transmittal
- b. Table of Contents
- c. Proposal Summary (Optional)
- d. Response to Contract Terms and Conditions (III.C.16)
(Accept/Or see "Offeror's Additional Terms and Conditions")
- e. Offeror's Additional Terms and Conditions (if any) (III.C.17)
- f. Response to Mandatory Specifications and Forms
- g. Other Supporting Material (if applicable)

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in the cost response section, if applicable.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

3. Letter of Transmittal

Offeror's proposal must be accompanied by a letter of transmittal, which must be signed by the individual authorized to contractually obligate the company.

The Letter of Transmittal MUST:

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

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

V. SPECIFICATIONS

A. Information

The contract(s) is scheduled to begin on or around July 1, 2021. Any contract awarded under this RFP will result in a four (4) year term. In no case will a contract(s) exceed a total of four (4) years from the date of execution.

B. Mandatory Specifications and Forms

Offerors shall respond in the form of a thorough narrative to each mandatory specification requiring such. The narratives along with required supporting materials will be evaluated and awarded points accordingly. Failure to address mandatory specifications/requirements, or provide the mandatory forms, will deem the proposal non-responsive.

1. Offeror's Company Experience (300 pts.)

Offeror's must provide information about their firm/company that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the scope of work in this RFP to other current contracts or projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Demonstrate or indicate project team organization and working relationships. References from past clients may be provided but are not required.

2. Offeror's Proposed Personnel Experience and Qualifications (300 pts.)

Offeror's must be a licensed Physicians, Psychiatrists or Psychologists.

Offeror's shall submit a list, with resumes, of all proposed professional team members, including any subcontractors, who will be performing services under this Agreement. The list shall include an attached narrative that describes the specific relevant experience of each team member, including subcontractors, if any, in relation to the role that the member will perform for this Agreement. The narrative shall include the name of each person and a thorough description of her or his education, knowledge, areas of expertise, relevant experience/qualifications or other professional credentials. Please include in this section of your proposal proof of licensure or certification for every individual who will be performing services under this Agreement.

3. Understanding of Objectives and Approach to the Scope of Work (200 pts.)

Offerors must explain their firm's understanding, or familiarity, with the desired scope of work, or similar works, based on past experience. Offerors must describe the approach the firm will use to accomplish the Scope of Work. Milestone charts may be used to describe the tasks to be performed, the time frame for each task and the proposed staff member, including subcontractors, designated for the completion of each task. Whether a milestone chart is used or not, the Offeror should clearly explain his/her firm's approach to fulfilling the Scope of Work.

4. Offeror's Availability and Response Time (150 pts.)

Offerors shall describe their availability for work assignments, elaborating on the time that will be needed to provide a high level of quality for job performance, the timeliness of services and responsiveness to problems or complaints.

5. Additional Experience (50 pts.)

Offerors shall describe any prior experience, or contracts, where they have provided medical consultant services for disability determination services made by other states and/or the Social Security Administration.

6. Oral Presentation (if needed) (100 pts.)

In the event NMDVR elects to conduct oral presentations, points will be awarded on the quality, organization and effective communication of the presentation, as well as the technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror with a presentation agenda.

7. Completed Campaign Contribution Disclosure Form ("Appendix C")

Offerors shall submit with their proposals a completed Campaign Contribution Disclosure Form with their proposal.

8. Completed Certification Regarding Lobbying Form ("Appendix D-1")

Offerors shall submit with their proposals a completed Certification Regarding Lobbying Form with their proposal.

9. Completed Standard Form LLL ("Appendix D-2 - Sample")

Offerors shall submit with their proposals a completed Standard Form LLL with their proposal.

10. Completed SSA Confidentiality Requirements Form ("Appendix E")

Offerors shall submit with their proposals a completed the SSA Confidentiality Requirements Form with their proposal.

11. Completed Professional Practice Questions Form ("Appendix F")

Offerors shall submit with their proposals a completed Professional Practice Questions Form with their proposal.

12. Completed Notice of Availability Form ("Appendix G")

Offerors shall submit with their proposals a completed Notice of Availability Form with their proposal.

13. Completed Drug Free Workplace Form (“Appendix H”)

Offerors shall submit with their proposals a completed Drug Free Workplace Form with their proposal.

14. Completed Debarment and Suspension and Other Responsibility Matters Form (“Appendix I”)

Offerors shall submit with their proposals a completed Debarment and Suspension and Other Responsibility Matters Form with their proposal.

15. Resident Business and Resident Veteran’s Preference (*Does not apply to federally funded contracts*)

Pursuant to NMSA 1978, 13-1-21, when a public body makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the public body shall award additional points equivalent to:

- (1) five percent of the total possible points to a resident business; or
- (2) ten percent of the total possible points to a resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

To be awarded points for Resident Business Preference, or Resident Veterans Preference, Offerors must include a copy of their preference certificate in this section of your proposal.

VI. EVALUATION

A. Evaluation Factors/Points

The NMDVR will evaluate responsive proposals and assign a score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the criteria detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror, however, discussion should be detailed enough to inform and educate evaluators.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation criteria outlined below.

EVALUATION FACTORS	POINTS AVAILABLE
1. Offeror's Company Experience	300
2. Offeror's Proposed Personnel Experience and Qualifications	300
3. Understanding of Objectives and Approach to the Scope of Work	200
4. Offeror's Availability and Response Time	150
5. Additional Experience	50
6. Oral Presentations (if required)	100
Total Maximum Allowable Points	1100 Points

B. Evaluation Process

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory 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 III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.19.
4. Responsive proposals will be evaluated on the factors in Section VI that have been assigned a point value. The responsible Offeror(s) whose proposal is most advantageous to the NMDVR, taking into consideration the evaluation factors in Section VI and successful negotiations, will be recommended for contract award as specified in Section III, Paragraph B.11. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. Offerors with the highest scores resulting from the written evaluations will be selected as finalist Offerors and will be invited to provide an oral presentation. Points awarded from the oral presentations will be added to the previously assigned points from the written evaluations to attain final scores.

APPENDIX A: SAMPLE CONTRACT

STATE OF NEW MEXICO

(NAME OF AGENCY)

PROFESSIONAL SERVICES CONTRACT # _____

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

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

1. Provide medical/psychiatric and/or psychological assessments or consultations, as applicable, 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:
 1. 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);
 2. Assist in preparing and/or completing SSA-2506 Psychiatric Review Technique (PRTF) forms;
 3. Assist in preparing and/or completing SSA-4734-F4-SUP Mental Residual Functional Capacity Assessment (MRFC) forms;
 4. Assist in preparing and/or completing SSA-538-F6 Childhood Disability Evaluation Form;
 5. Assist in preparing and/or completing SSA-416 Medical Evaluation form for medical/psychiatric, psychological and/or speech/language assessments; and

6. Conduct telephonic consultations with treating physicians, psychologists, or other acceptable medical sources, which results in additional medical/psychological or other medical evidence necessary for the New Mexico Disability Determination Services (NMDDS) to consider as part of the medical assessment. Training in the use of Document Management Architecture and the Electronic Worksheet will be provided.
- b. Consultation consists of meeting/discussing with Adjudicative and other agency staff the adequacy of medical/psychological/psychiatric and other evidence, completing assessment forms and/or describing alternative actions;
2. Review each assigned case and assist the Adjudicator with determining whether or not a disability claim is properly documented, that all significant facts are recorded, that conflicting evidence is reconciled, that credibility of evidence and allegations is assessed, and that the conclusions are sound and well rationalized;
3. 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;
4. Work all cases assigned by the NMDDS unless a prior professional or personal conflict exists with the claimant;
5. Attend Medical Consultant meetings/trainings as convened by the Director of Special Programs, the NMDDS Administration or the Chief Medical Consultant of the NMDDS;
6. Assist in the training of new Adjudicators regarding the medical, psychiatric or psychological aspects of body systems according to the criteria set forth in "Disability Evaluation Under Social Security" guidelines;
7. Advise treating physicians and other treating professionals, of the medical and/or functional information required by the Social Security Administration for purposes of making a disability determination; and,
8. Attend specialized training regarding Social Security Regulations affecting the NMDDS program as required or authorized by the Agency.
9. 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.

10. Comply with all Information Technology (IT), computer and/or laptop, procedures as well as with all Operational and/or Special Program procedures.

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.

B. Training Period: If Contractor is a new medical consultant, Contractor will undergo a comprehensive SSA disability program orientation/training period for a maximum of 1,500 hours, which is designed to develop an effective working knowledge of SSA disability program concepts needed to become an Independent/Experienced MC. Independent MC status is attained on a case-by-case basis upon consultation with the Director of Special Programs, the Chief MC, quality assurance reviews, reviews by the DDS Quality Assurance Unit and SSA Disability Quality Branch (DQB) and/or input from other NM DDS supervisory and/or management. **If the Contractor does not achieve an independent status after completing the maximum 1,500 hours of training, this contract shall terminate in accordance with paragraph 4 (Termination).**

C. Place of Services: Services will be performed at the New Mexico Disability Determination Services (NMDDS) office currently located at:

7421 Bartlett N.E.
Albuquerque, New Mexico 87109

Services may be performed remotely from home with SSA equipment issued by the NMDDS. Work may also be performed at a New Mexico SSA Field Office (SSA FO) or at another SSA FO outside of New Mexico, depending upon the availability and SSA approval of workspace at any given SSA FO. The Dallas Region consists of the following states:

- Arkansas, Louisiana, New Mexico, Oklahoma and Texas

D. Performance Measures: Contractor shall substantially perform the following Performance Measures:

1. Provide a minimum of twenty (20) 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 requirement may be waived at the Agency's discretion based on the Agency's caseload or other 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, per case which should entail 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 by NMDDS to address seasonal surges in case receipts, in which case a temporary schedule for increased availability will be negotiated with the Contractor.

E. Contractor Qualifications: Contactor shall be a New Mexico licensed medical physician, psychologist or psychiatrist in good standing.

F. Evaluation: NMDDS will conduct periodic monitoring to ensure compliance with the standards as established by POMS and the contract. 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.

G. Contacts: 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 according to the following method:

1. **New Medical Consultant (MC)**: Each new medical consultant will undergo a comprehensive SSA disability program orientation/training period for a maximum of 1,500 hours, which is designed to develop an effective working knowledge of SSA disability program concepts needed to become an Independent/Experienced MC. **If the Contractor does not achieve an independent status after reaching the maximum 1,500 hours of training, this contract will terminate.** Independent MC status is attained on a case-by-case basis upon consultation with the Director of Special Programs, the Chief MC, quality assurance reviews, reviews by the DDS Quality Assurance Unit and SSA Disability Quality Branch (DQB) and/or input from other NM

DDS supervisory and/or management. Training time is compensated at the base hourly rate, plus gross receipts tax (GRT), of:

\$72.00/hr., or current rate approved by SSA. Once the Contractor is deemed an Independent MC, the Contractor will then transition to compensation at the rate identified for an Independent MC, as indicated in subparagraph A(2) below. Training will not be extended beyond 1,500 hours. However, the Contractor could transition sooner to the pay per case rate if all parties (the Project Manager, the Chief Medical Consultant and the MC) mutually agree. The Contractor can continue as a trainee at the trainee rate of pay of \$72 per hour until all parties mutually agree to transitioning to the pay per case rate or until the maximum hours of 1,500 hours are completed. This contract will terminate if the Contractor does not become an Independent MC after the maximum 1,500 hours of training are reached. The hourly and pay per case rates are established rates approved by SSA and can be subject to change during the term of the contract.

2. **Independent MC Contractors**: After achieving Independent MC status, a contractor will be compensated per completed medical assessment plus total time spent on non-case related services. However, the NMDDS will not reimburse for any case requiring corrective actions (Quality Assurance and/or Disability Quality Branch returns). Contractor will be paid for Independent MC services as follows:
 - a. Base rate per completed medical assessment for each State Fiscal Year included in the term of this contract:
 1. Medical Consultant: \$45 or current rate approved by SSA, per completed case
 2. Psychiatric or Psychological Consultant: \$45 or current rate approved by SSA, per completed case

The hourly and pay per case rates are established rates approved by SSA and can be subject to change during the term of the contract.

3. **Non-Case Related Services**: In addition to the medical assessment services at the base rate per case (\$45) or current rate approved by SSA, the NMDDS will occasionally require other non-case related services of New and Independent/Experienced MCs, such as assisting in the orientation and/or training of new MCs or adjudicators, attendance at mandatory agency meetings, scheduled face-to-face case consultation with adjudicative staff, etc. These additional services will be provided on an “as required” basis that will require NMDDS’ prior approval and will be paid at the Base Hourly Rate of \$72 per hour, or current rate approved by SSA. These rates are subject to change during the term of the contract.

4. **Maximum Caseload:** The number of completed medical assessments for each State Fiscal Year ranges from 0 – 4,200, depending on Agency need for the services rendered by the type of provider. The maximum number of completed medical assessments per medical consultant per State fiscal year shall not exceed 4,200. No amount of work is guaranteed under this contract. The NMDDS will be the final authority in determining whether a medical assessment prepared by the Contractor satisfies programmatic requirements. A medical assessment will be deemed completed for payment purposes when the Contractor, in compliance with policies and procedures, performs consultant services and the NMDDS accepts the completed medical assessment. Medical assessments of multiple or concurrent disability claims shall be counted as one (1) medical assessment per claimant for payment purposes. At the sole discretion of the NMDDS, the acceptance of the completed medical assessment may occur at the time of case closure from the NMDDS.

The NMDDS will determine the most effective and efficient method for assigning and distributing disability claims to the Contractor for medical assessment. The Contractor is not guaranteed any work under the terms of this contract.

The compensation rates in paragraph 2(A) are rates established by the Agency and approved by SSA, and can be subject to change during the term of this contract.

B. The total amount payable to the Contractor under this Agreement over a four-year term shall not exceed **enter amount (\$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 7.8750% (Bernalillo County, NM) is **enter amount (\$0.00)**. The total amount payable to the Contractor under this Agreement, including gross receipts tax shall not exceed **enter amount (\$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. In state FY22 the Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of **enter amount (\$0.00)** dollars. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in state FY22 totaling **enter amount (\$0.00)** shall be paid by the Agency to the Contractor.

The total amount payable to the Contractor under this Agreement in state FY22, including gross receipts tax, shall not exceed **enter amount (\$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.

D. In state FY23 the Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of **enter amount (\$0.00)** dollars. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in state FY23 totaling **enter amount (\$0.00)** shall be paid by the Agency to the Contractor. The total amount payable to the Contractor under this Agreement in state FY23, including gross receipts tax, shall not exceed **enter amount (\$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.

E. In state FY24 the Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of **enter amount (\$0.00)** dollars in state FY24. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in state FY24 totaling **enter amount (\$0.00)** shall be paid by the Agency to the Contractor. The total amount payable to the Contractor under this Agreement in state FY24, including gross receipts tax, shall not exceed **enter amount (\$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.

F. In state FY25 the Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of **enter amount (\$0.00)** dollars. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in state FY25 totaling **enter amount (\$0.00)** dollars shall be paid by the Agency to the Contractor. The total amount payable to the Contractor under this Agreement in state FY25, including gross receipts tax, shall not exceed **enter amount (\$0.00)** dollars. 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.

G. Payment in FY22, FY23, FY24 and FY25 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 is also subject to approval by the Contracts Review Bureau. 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.

H. 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.

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

Federal Funds:	\$	0.00
<u>State General Fund:</u>	<u>\$</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 Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 20 CFR Part 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 GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Privacy Act of 1974, 5 U.S.C. 552a

Contractor shall comply with the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations (20 CFR Part 401) in the performance of this Agreement. Contractor acknowledges that the willful disclosure of records subject to the protections of the Privacy Act is a misdemeanor crime which may be punishable by a fine not to exceed \$5,000.

12. 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.

13. 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).

14. 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.

15. 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.

16. 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.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement.

If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. 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.

19. 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.

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division, the State Auditor, and the Social Security Administration. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

21. 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.

22. 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.

23. Debarment and Suspension.

NMDVR is prohibited from contracting with entities that have been listed on the government wide exclusions in the System for Award Management (SAM) pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). Contractor affirms that it is not listed on the System for Award Management. Contractor further agrees to immediately notify the NMDVR should it be listed on the System for Award Management at any time during the term of this Agreement. The NMDVR shall also monitor the System for Award Management, and this Agreement shall be terminated immediately on written notice should Contractor be listed on the System for Award Management.

24. Clean Air Act and the Federal Water Pollution Control Act.

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

B. Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Social Security Administration, and the appropriate Environmental Protection Agency Regional Office.

C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Agency.

25. Drug Free Workplace.

A. Definitions. As used in this paragraph-

1) "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C. 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 Commission in connection with a specific contract where employees of the Commission are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

B. The Contractor, if other than an individual, shall:

1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2) Establish an ongoing drug-free awareness program to inform such employees about:

- a. The dangers of drug abuse in the workplace;
- b. The Contractor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3) Provide all employees engaged in performance of the Agreement with a copy of the statement required by subparagraph B(1);

4) Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this Agreement, the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the Contractor in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;

5) Notify the Agency in writing within ten (10) days after receiving notice under (B)(4) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6) Within thirty (30) days after receiving notice under B(4) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- a. Taking appropriate personnel action against such employee; or
 - b. Require such employee to satisfactorily participate 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
- 7) Make a good faith effort to maintain a drug-free workplace through implementation of B(1) through B(6) of this paragraph.

C. The Contractor, if an individual, agrees by entering into this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

D. In addition to other remedies available to the Agency, the Contractor's failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this Agreement and subject the Contractor to suspension of payments under the Agreement and/or termination of the Agreement in accordance with paragraph 4, above.

26. Certification Regarding Lobbying

A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. 1352, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.

B. Contractor, by executing this Agreement, certifies to the best of its knowledge and belief that:

(1) No 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 on his or her behalf 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; and

(2) If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) 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 on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Agency at the address listed in paragraph 29 (Notices).

C. This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering into this Agreement imposed under 31 U.S.C. 1352. Any person who makes an expenditure prohibited by this paragraph shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

27. 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.

28. 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.

29. 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:
[insert name, address and email].

To the Contractor:
[insert name, address and email].

30. Authority.

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

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

By: _____
Agency

Date: _____

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

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

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

ID Number: 00-000000-00-0

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

APPENDIX B: ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals No. 21-10
Medical/Psychiatric/Psychological Consultant Services

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with “Appendix I”.

The acknowledgement of receipt should be signed and returned to the Procurement Manager by the close of business on **April 21, 2021**. Only potential Offerors who elect to return this completed form will receive copies of RFP amendments, if any are issued. The following information will be used for all correspondence related to this Request for Proposals.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

Please return completed form to the name and email address listed below:

New Mexico Division of Vocational Rehabilitation
Joseph Padilla, Procurement Manager
Joseph.Padilla@state.nm.us

APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: _____

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX D-1: CERTIFICATION REGARDING LOBBYING

The Offeror certifies, to the best of his or her knowledge and belief, that:

1. 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 any 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 a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant) 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall request, complete, and submit Standard Form LLL (see sample below), "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which the Agency will rely in making funding decisions. If it is later determined that the applicant knowingly provided an erroneous certification or did not comply with the requirements, the Agency may seek judicial enforcement of the certification or may suspend or terminate the award.

NAME OF APPLICANT

AWARD NUMBER AND / OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

APPENDIX D-2: Sample - Standard Form LLL

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. 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 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)

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

This 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. 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 followup 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-90-001."
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 registrant under the Lobbying Disclosure Act of 1995 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. 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 10 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.

APPENDIX E: SSA CONFIDENTIALITY REQUIREMENTS

STATE OF NEW MEXICO DIVISION OF VOCATIONAL REHABILITATION

The Offeror hereby agrees that if awarded a contract under RFP #21-10 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.

APPENDIX F: 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.

APPENDIX G: 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.**

APPENDIX H: 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

APPENDIX I: 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.

DUNS & Bradstreet Number
(9 digits)

Offeror Signature

Date

Offeror Printed Name

Date