STATE OF NEW MEXICO
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

REQUEST FOR PROPOSALS ("RFP")

LEGAL SERVICES FOR OLDER ADULTS IN NEW MEXICO

RFP#
70-624-17-01302

ISSUE DATE: March 30, 2017
DUE DATE: April 21, 2017
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT
VISION AND MISSION STATEMENT

Vision

The vision of the New Mexico Aging and Long-Term Services Department (hereinafter referred to as the “ALTSD” or “Agency”) is “Lifelong Independence and Healthy Aging.”

Mission

The mission of the ALTSD is to provide accessible, integrated services to older adults, adults with disabilities, and caregivers to assist them in maintaining their independence, dignity, autonomy, health, safety and economic well-being, thereby empowering them to live on their own terms in their own communities as productively as possible.

Principles

The guiding principles of the ALTSD are as follows:

• Protect the safety and rights of those we serve;
• Promote personal choice and self-determination;
• Treat all persons with respect, embracing cultural diversity;
• Encourage collaborative partnerships; and
• Provide fiscally responsible services.
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

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

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

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

B. BACKGROUND INFORMATION

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

C. SCOPE OF PROCUREMENT

Contract Period
Awards may be made for a term of one year with the option of three additional one year extensions (or any portion thereof) for a total of up to four years.
**Funding Availability**
Contract awards are contingent upon funds appropriated by the state legislature. This request for proposals will result in a single source award for services statewide with optional renewals. Total funding available under this RFP is approximately $297,000 for year one of the contract.

The Agency will not require matching funds. The offeror shall not use funds allocated through this contract to supplant funds used to provide existing services.

Funding is subject to current and future appropriations from the New Mexico legislature and other funding sources for the period of this RFP. No guarantee is made or implied by the State of New Mexico or the Agency that the amount allocated to this RFP will result in contracts equal to that amount. Optional renewals will also be based on the awarded contractor’s performance, program plan and proposed budget.

The Agency may adjust any proposed allocation to the offeror based on the need of the Agency and any additional limitations set forth through mandates included in the appropriations.

Dependent upon allocations from the State legislature, the offeror successfully awarded a contract through this procurement may be eligible for future funding.

**Eligible Offerors**
Eligible Offerors include public or private organizations.

**D. PROCUREMENT MANAGER**

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

   Name: Marlene Acosta, Procurement Manager  
   Address: Aging & Long-Term Services Department  
             Toney Anaya Building  
             2550 Cerrillos Road  
             Santa Fe, New Mexico 87505  
   Telephone: (505) 476-4786  
   Email: marlene.acosta@state.nm.us

2. **Any inquiries or requests** regarding this procurement should be submitted, via Email, 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 ALTSD. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and within the time specified will be considered to have been submitted properly and in accordance with statute, rule and
this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

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

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

“Agency” means the ALTSD, the State Agency sponsoring the Procurement action.

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

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

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

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

“Confidential” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. Refer to NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

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

“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.

“Distribution List” means the list compiled of all potential Offerors that successfully provide Acknowledgement of Receipt Forms described in Section II.B.2 of this RFP before the deadline. Written responses to written questions (via email) will be distributed as indicated in the sequence
of events to all potential Offerors whose organization name appears on the procurement
distribution list.

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

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

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

“Fee Generating Case” means any matter which, if undertaken by a private legal practitioner on
behalf of a client, could reasonably be expected to result in an awarded legal fee directly payable
out of the amount awarded to the client from the opposing party or from public funds. No provider
shall use funds received under the contract resulting from this RFP to provide legal assistance in a
fee generating case unless other adequate representation is unavailable or there is an emergency
requiring immediate legal action. All providers shall establish written procedures for the referral of
fee generating cases. Refer to 45 CFR §1321.71 (g).

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for
Proposals and whose score on evaluation factors is sufficiently high to merit further consideration
by the Evaluation Committee.

“Greatest Economic Need” means a need resulting from an income level at or below the federal
poverty line. Refer to 42 USC §3002 (23).

“Greatest Social Need” means a need caused by noneconomic factors, which include physical
and mental disabilities, language barriers, and cultural, social or geographic isolation, including
isolation caused by racial or ethnic status, that restrict an older adult’s ability to perform normal
daily tasks or threaten the capacity of an older adult to live independently. Refer to 42 USC § 3002
(24).

“Hourly Rate” means the proposed fully loaded maximum hourly rate that includes travel, per
diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor
personnel if appropriate.

“Impact Litigation and Systemic Elder Rights Advocacy” means activities intended to achieve
changes in policy or practice for similarly-situated older adults with or without reference to a
particular older adult and not exceeding the limits on political action imposed by 45 CFR
§1321.71(i).

“IT” means Information Technology.
“Legal Assistance” means legal advice and representation provided by an attorney to an older adult with economic or social needs; “legal assistance” includes, to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the direct supervision of an attorney, and counseling or representation by a nonlawyer where permitted by law. (42 USC §3002 (33). Contractor agrees to take full responsibility for complying with the state and local rules with regard to the unauthorized practice of law; as such, it shall indemnify the Agency for any liability associated with noncompliance.

“Low income” means having an annual family income at or below 125% of the federal poverty level. Refer to NMAC 9.2.1.7 (V).

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Means Testing” means the use of an older adult’s income or resources to deny or limit providing legal assistance or services. Refer to 45 CFR §1321.3. The contractor may only inquire and obtain information about an older adult’s financial circumstances for the purpose of identifying and providing benefits and resources for which an older adult may be eligible. Refer to 45 CFR §1321.71 (e).

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

“Minorities” mean older adults who are of Hispanic, Native American Indian (including Hawaiian and Eskimo), African-American or Asian heritage, or of mixed race. Refer to NMAC 9.2.1.7 (W).

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

“Older Americans Act” means the Older Americans Act of 1965, as reauthorized in 2016. Refer to 42 USC §§3001 et seq.

“Older Adult” means a person age 55 and older, and his or her spouse of any age.

“Planning and Service Area (PSA)” means a portion or portions of the state designated by the Agency for purposes of planning, development, delivery and overall administration of services for older adults. Refer to NMAC 9.2.1.7 (BB).

“Poverty line” means the official poverty line defined by the US Office of Management and Budget based on the most recent data available from the US Bureau of the Census, and adjusted by the US Secretary of Health & Human Services in accordance with the Community Services Block Grant Act, 42 USC. §9902 (2).
“Pro bono” means legal services performed without fee, or expectation of fee, to persons of limited means for the public good.

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

“Priority issue areas” means areas of law related to income, health care, long-term care, nutrition, housing, utilities, protective services, guardianship, abuse, neglect, exploitation, and age discrimination. Refer to 42 USC. §3027 (a)(11)(E).

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means the Agency and 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 manager.

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

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

“Responsible Offeror” means an Offeror that submits a responsive proposal and has furnished, when required, information and data to prove that its 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” 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 Agency 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.

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

“Staff” means any individual who is a full-time or part-time employee, or an independent
contractor, with the Offeror’s organization.

“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
purchasing division of the general services department and the state purchasing agent but does not
include local public bodies.

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

“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 Offeror’s proposal. (For example, “We concur”, “Understands and Complies”,
“Comply”, “Will Comply if Applicable” and the like.)

“Targeted Populations” means older adults in the greatest economic and social need, particularly
minority older adults with low incomes, homebound or institutionalized older adults, older adults
residing in rural areas, individuals with disabilities, older adults with limited English-speaking
ability and individuals with Alzheimer’s or related disorders and their caregivers. Refer to 42 USC
§3026 (a)(4)(B) and 42 USC §3027 (a)(16)(A).

“Unit of Service” means a measurement of time equal to one (1) hour.

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

“Written” means typewritten or word processed on standard 8 ½ x 11 inch paper. Larger paper is
permissible for charts, spreadsheets, and the like.

F. PROCUREMENT LIBRARY
A procurement library has been established. Offerors are encouraged to review the material
contained in the Procurement Library by selecting the link provided in the electronic version of
this document through their own internet connections or by contacting the Procurement Manager
and scheduling an appointment. The library contains information listed below:
II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

The procurement manager will make every effort to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Actions</th>
<th>Responsible Parties</th>
<th>Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>Agency</td>
<td>March 30, 2017</td>
</tr>
<tr>
<td>2. Distribution List</td>
<td>Agency</td>
<td>April 10, 2017</td>
</tr>
<tr>
<td>3. Pre-Proposal Conference</td>
<td>Agency</td>
<td>April 10, 2017</td>
</tr>
<tr>
<td>4. Deadline to Submit Questions</td>
<td>Potential Offerors</td>
<td>April 12, 2017</td>
</tr>
<tr>
<td>5. Response to Written Questions</td>
<td>Procurement Manager</td>
<td>April 14, 2017</td>
</tr>
<tr>
<td>6. Submission of Proposal</td>
<td>Potential Offerors</td>
<td>April 21, 2017</td>
</tr>
<tr>
<td>7. Proposal Evaluation</td>
<td>Evaluation Committee</td>
<td>April 21 – April 28, 2017</td>
</tr>
</tbody>
</table>
B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the Agency on **March 30, 2017**.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver or return by e-mail or registered or certified mail the "Acknowledgement of Receipt Form” that accompanies this document, Appendix A, to have their organizations placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT on **April 10, 2017**.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt Form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in the sequence of events beginning at **10:00 AM** Mountain Standard Time in the **Toney Anaya Building, Aging & Long Term Services Department, 2550 Cerrillos Rd., Santa Fe, NM 87505, 2nd Floor, Hearing Room 1**. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.
4. **Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **2:00 PM** Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. **Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: [http://www.nmaging.state.nm.us/partners.aspx](http://www.nmaging.state.nm.us/partners.aspx)

6. **Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER NO LATER THAN **3:00 PM** MOUNTAIN STANDARD TIME ON **April 21, 2017**. Proposals received after this deadline will **not** be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **“Legal Services for Older Adults in New Mexico RFP # 70-624-17-01302”**. Proposals submitted by facsimile, or electronic means other than through the SPD electronic e-procurement system, will not be accepted.

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

7. **Proposal Evaluation**

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

8. **Selection of Finalists**

The Evaluation Committee will select, and the Procurement Manager will notify, the finalist Offerors as per schedule Section II. A., Sequence of Events, or as soon as possible.

9. **Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events, or as soon as possible.

10. **Finalize Contractual Agreements**

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

11. **Contract Awards**

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

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

12. **Protest Deadline**

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

Leslie Schaar, Chief General Counsel
Aging & Long Term Services Department
Protest Manager
2550 Cerrillos Road
Santa Fe, NM  87505

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

An offeror is encouraged to utilize volunteers, especially older adults, in support of the goals and objectives of this Scope of Work. The Offeror must ensure that volunteers receive appropriate supervision and adequate training to include confidentiality requirements.

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

7. **Offeror’s Rights to Withdraw Proposal**

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

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

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**

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

B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

C. Confidential data is restricted to:
   1. confidential financial information concerning the Offeror’s organization;
   2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.

PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
If a request is received for disclosure of data from a proposal for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the Agency shall examine the Offeror’s request and make a written determination that specifies which portions, if any, of the data should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the data will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

10. No Obligation

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

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

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

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 Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.
16. Contract Terms and Conditions

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

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

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

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

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

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. Please see Section II.C.16 for requirements.

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 the RFP. The Evaluation Committee will reject the proposal of any potential offeror who is not a responsible offeror or who fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

20. Right to Waive Minor Irregularities

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

21. Change in Contractor Representatives

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

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, 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.

26. Confidentiality

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

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

27. Electronic mail address required

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

28. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the offeror’s possession and the version maintained by the Agency, the offeror acknowledges that the version maintained by the Agency shall govern. Refer to: http://www.nmaging.state.nm.us/partners.aspx

29. New Mexico Employees Health Coverage

A. If an offeror has, or subsequently employs, 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, the 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. The offeror must agree 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. The offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, at a
minimum, the following web site link to additional health care coverage information
http://www.insurenewmexico.state.nm.us/.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without
specific limitations on quantity and providing for an indeterminate number of orders to
be placed); these requirements shall apply the first day of the second month after the
offeror reports combined sales of $250,000 (from the state and, if applicable, from local
public bodies, if from a state price agreement).

30. Campaign Contribution Disclosure Form

All offerors must complete, sign, and return the Campaign Contribution Disclosure Form,
(Appendix B), as a part of their proposals. 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(s). Failure to complete and return the signed unaltered
form will result in disqualification.

31. Letter of Transmittal

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

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

32. Pay Equity Reporting Requirements

A. If an offeror has ten (10) or more employees OR eight (8) or more employees in the
   same job classification, the offeror must complete and submit the required pay equity
   reporting form (PE10-249) if awarded a contract. Out-of-state contractors that have no
   facilities and no employees working in New Mexico are exempt if the contract is
directly with the out-of-state contractor, fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, the offeror must agree to complete and submit the required pay equity reporting form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

C. Should an offeror not meet the size requirement for pay equity reporting at contract award but subsequently grows such that it meets or exceeds the size requirement for reporting, the offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

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

33. Disclosure Regarding Responsibility

A. Any prospective contractor and any of its principals that 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 organization:

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. a 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.

5. Has, 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 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 is 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.

34. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificates with their proposals. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue.


A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror must sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the funding for this RFP includes federal funds.
III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Each Offeror shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

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

Offerors should deliver:

1. Technical Proposals – One ORIGINAL, five (5) HARD COPIES, and one thumb drive copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. The electronic version/copy can NOT be emailed.

   ➢ Proposals containing confidential information must be submitted as two separate binders:
     • Unredacted version for evaluation purposes
     • Redacted version (information blacked out and not omitted or removed) for the public file

2. Cost Proposals – One ORIGINAL, one HARD COPY, and one thumb drive copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. The electronic copy can NOT be emailed.

The electronic version/copy of the proposal must mirror the physical binders submitted (i.e. one unredacted CD/USB, one (1) redacted CD/USB). The electronic version can NOT be emailed.

The original, hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and Section III.C.1 Response Format and Organization, may be deemed non-responsive and rejected on that basis.
C. PROPOSAL FORMAT

All proposals must be submitted as follows:
Hard copies must be typewritten or word processed on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, and the like) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals, electronic copy proposals, and proposals:

1. Proposal Content and Organization

   Direct reference to pre-prepared or promotional material may be incorporated into a proposal if referenced and clearly marked. Promotional material should be minimal. This information may be included under Tab F, Other Supporting Material. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

   Technical Proposal (Binder 1):
   a. Signed Letter of Transmittal
   b. Table of Contents
   c. Response to Contract Terms and Conditions
   d. Offeror’s Additional Terms and Conditions
   e. Response to Specifications (except cost information which shall be included in Cost Proposal/Binder 2 only)
      1. Organizational Experience
      2. Organizational References
      3. Mandatory Specifications
      4. Desirable Specifications
      5. Financial Stability - Financial information considered confidential should be placed in the Confidential Information binder.
      6. Signed Campaign Contribution Form
      7. New Mexico Preferences (If applicable)
   f. Other Supporting Material (Organizational Chart, List of Board Members, Resumes, Certificates/Licenses and Promotional Material)

   Cost Proposal (Binder 2):

   Within each section of the proposal, Offerors should address the items in the order indicated in the RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All information regarding proposed costs, rates or expenses must be placed only in Binder #2 on the cost response form.
IV. SPECIFICATIONS

The scope of work (SOW) as listed below shall be the basis for the development of the RFP responses.

A. SCOPE OF WORK

1. PURPOSE

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

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

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

2. TARGET POPULATION

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

3. PRIORITY AREAS

In addition to serving the target population, the Contractor must implement methods to target specific “Priority Issue Areas,” such as income, health care, long-term care, nutrition, housing, utilities, guardianship, abuse, neglect, exploitation, age discrimination, and protective services.

4. DESIGNATED SERVICE AREA AND ELIGIBILITY

With the exception of Bernalillo County, legal services shall be provided statewide for adults age 55 and older. In Bernalillo County, legal services shall be provided for adults age 55 through 59, and adults over age 59 on a priority basis, when referred by an existing Bernalillo County legal provider unable to meet an older adult’s legal needs, in order to ensure that the legal needs of older adults in Bernalillo County are met.
5. **RESPONSIBILITIES OF THE CONTRACTOR**

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

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

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

c. **Community Education:** The Contractor shall conduct a minimum of 4 community education and/or outreach events annually and serve a minimum of 550 older adults with the goal of providing self-help to older adults seeking legal advice. In addition, Contractor shall engage with statewide community-based organizations, to coordinate these events. Community education events may include, but are not limited to, providing outreach via educational exhibits at the annual New Mexico Conference on Aging and other conferences pertaining to aging-related issues, including training provided to Aging Network providers, Adult Protective Services employees, the state Long-Term Care Ombudsman employees and volunteers, and AAA staff.
The Contractor shall create educational materials and other legal resources and distribute them statewide, in order to provide information about legal issues that older adults may face and available services and supports.

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

6. **STAFFING REQUIREMENTS**

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

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

7. **PROGRAM REPORTING REQUIREMENTS**

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

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

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

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

a. The Contractor shall submit an annual budget and justification to coincide with awarded amounts within 15 days of the receipt of the awarded contract, or as requested by the ALTSD.

b. The Contractor shall only expend contract funds as allowed in accordance with the ALTSD approved Scope of Work, this Agreement, the approved budget and the budget justification.

c. The Contractor shall submit to the ALTSD on a monthly basis a request for reimbursement utilizing the form(s) provided by the ALTSD. Requests for reimbursement shall be due the 10th day of the month, for the prior month’s expenditures until all funds are spent, and a final report shall be due each year within thirty days of the expenditure of all funds or thirty days after the termination of the Agreement, whichever occurs first.

d. The Contractor shall submit to the ALTSD, as necessary, any budget adjustment request(s) for review and approval prior to March 31st of each year.

9. ADDITIONAL REQUIREMENTS

a. Audit - The Contractor shall provide at its expense a financial and compliance audit report from an independent auditor to the ALTSD covering the period from July 1, 2017 to June 30, 2018. An official copy of the auditor’s report shall be made available to the ALTSD within 15 days of receipt of the final audit report. The independent financial and compliance audit of the Contractor shall be conducted in accordance with generally accepted accounting principles.

b. Records –

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

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

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

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

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

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

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

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

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

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

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

1. Organizational Experience (150 Total Points Available)
Offerors must:

a. Describe the mission of the organization, its history and legal status (501c3 and the like). Describe the structure of the organization and how it proposes to successfully deliver the work required in the scope of this procurement. Provide a response conveying how the organization is uniquely suited to implement high quality program(s). Demonstrate and convey a complete understanding of the unique characteristics of, and legal issues faced by, the older adult population. Describe any organizational policy board and/or advisory council, including the authority and function of the policy making or advisory authority. Include a list of board members, if applicable, and an Organizational Chart under Tab F (Other Supporting Material).

b. Describe the organization’s experience coordinating and providing statewide legal assistance to older adults. Thoroughly describe how the Offeror has implemented and managed similar projects, including the extent of the Offeror’s applied experience, expertise and knowledge in providing complex, culturally responsive, multi-faceted legal assistance, as defined in the Definitions of Terminology section of this RFP. Describe the Offeror’s prior experience in fiscally managing comparable projects. Thoroughly describe the financial controls in place to ensure the financial integrity of all organizational funds.

2. Organizational References (100 Total Points Available)
Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D. It is the Offeror’s responsibility to ensure the completed forms are received on or before April 21, 2017 for inclusion in the evaluation process. Organizational References that are not received or are not complete, may adversely affect the vendor’s score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the
right to consider any and all information available to it (outside of the Business Reference information required herein) in its evaluation of Offeror responsibility per Section II, C.18.

Offerors shall submit the following Business Reference information as part of Offer:

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

3. Mandatory Specifications (400 Total Points Available for sections i-iii)

i. Service Delivery (250 Points)

1. Describe how the organization intends to provide pro bono legal assistance (without using a means test) in the identified priority issue areas to eligible older adults who reside in the designated service areas. Demonstrate the Offeror’s ability to focus its delivery of comprehensive legal services to meet the needs of older adults according to the following components:

   a. Direct “Legal Assistance” – must be at least 70 percent of the legal services provided. This must include two separate service delivery methods:

      1. In-house direct legal assistance or information provided through an attorney-client relationship between older adults and in-house counsel and/or properly supervised law students, paralegals and/or other non-attorneys; and

      2. Referrals of older adults to pro bono attorneys for direct legal representation;

   b. Legal Clinics – must be at least 20 percent of the legal services provided. The clinics shall assist older adults in their own communities through presentations by attorneys, on-site delivery of legal assistance to those with simple legal problems and referrals and/or in-house representation for those who need additional legal assistance. Clinics must facilitate access for older adults to legal assistance programs.

   c. Community Education – must be at least 5 percent of the legal services provided. Community education events may include, but are not limited to, the annual NM Conference on Aging, other conferences pertaining to aging-related issues, training events for Aging Network providers, and in-service training for Adult Protective Services employees, state Long-Term Care Ombudsman employees and volunteers,
and AAA staff. Outreach via distribution of brochures and newsletters, media
campaigns, and attorney training and/or mentoring may also be included as
community education.

d. Impact Litigation and Systemic Elder Rights Advocacy – must be at least 5 percent
of the legal services provided and may include advocacy on issues that affect older
adults and developing strategies to improve the quality of life for older New
Mexicans.

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

2. Direct Legal Assistance

a. Describe in detail a plan to provide direct legal assistance to older adults, to
include the following components:

1. General statement of need for direct legal assistance;
2. Geographic areas to be served;
3. Outreach and publicity efforts;
4. Case procedures and eligibility;
5. Intake and case screening process;
6. Case tracking and data management and reporting systems;
7. Case closure procedures;
8. Days and hours of operation; and
9. Process for accessing the program.

b. Describe the process to determine which cases will be referred to members of
the private bar on a pro bono and reduced fee basis and which cases will be
deemed appropriate for in-house counsel.

c. Describe the protocol for referring cases and address case priority referrals and
non-priority referrals.

d. Describe protocol for cases handled by in-house counsel and program staff.
Specifically address the use of law students, paralegals, and other non-attorney
staff, if applicable, and how attorneys will provide training, mentoring and
direct supervision of these non-attorneys.
e. Describe the specific plan for targeting older adults in greatest economic and social need, particularly minority older adults with low-incomes, older adults residing in rural areas, older adults with limited English proficiency, homebound or institutionalized older adults, and adults with Alzheimer’s or related disorders and their caregivers.

f. Describe the plan to provide legal assistance in the principal language spoken where significant numbers of older adults do not speak English.

g. Describe recruitment and retention efforts for a pro bono panel of private attorneys.

h. Describe training and/or mentoring of (a) in-house counsel and (b) a referral panel of private attorneys.

i. Identify the proposed number of cases to be handled and the units of service to be provided (a unit of service equals to one hour).

j. Identify how cases requiring litigation, including post-decree cases, will be handled.

k. Describe any proposed collaborative efforts with other legal services providers, particularly those designed to leverage services.

l. Describe the efforts and commitment to work with the AAAs and the ALTSD, including the state Long-Term Care Ombudsman Program, Adult Protective Services, Benefits Counseling Programs, and Aging Network providers.

3. Legal Clinics

a. Describe in detail a plan to coordinate and schedule legal clinics for older adults, to include the following components:

1. General statement of need for providing legal clinics;

2. Geographic areas to be served;

3. Outreach and publicity efforts;

4. Legal topics to be addressed;

5. Pre-screening efforts;

6. Intake and case screening process; and
7. Case follow-up procedures.

b. Identify whether private attorneys, in-house counsel and program staff, or a combination of these persons, will be used to conduct legal clinics.

c. Describe the plan to provide legal assistance in the principal language(s) spoken where significant numbers of older adults do not speak English.

d. Describe the planning process for scheduling legal clinics, to include engagement with local communities and providers in the planning and coordination of these clinics, and which communities throughout the state will be served.

e. Describe any strategies for increasing attendance and participation at legal clinics statewide, specifically in the rural areas of the state.

f. Describe the plan to provide legal clinics in the principal language(s) spoken where significant numbers of older adults do not speak English.

g. Describe the process for providing direct legal assistance to older adults served at legal clinics and to older adults served at a later date by referral attorneys or in-house counsel/program staff. Identify the proposed number of persons to be served and units of service.

h. Describe the organization’s ability to provide legal assistance related to the priority areas of income, health care, long-term care, nutrition, housing, utilities, guardianship, abuse, neglect, exploitation, age discrimination, and protective services.

i. Describe any proposed collaborative efforts with other legal services providers, particularly by those designed to leverage services.

4. Community Education

a. Describe in detail a plan to provide community education. Include the following components:

1. General statement of need for community education;

2. Geographic areas to be served;

3. Type of educational activity performed; and

4. Outreach and publicity efforts.

b. Describe any educational materials to be developed and/or used.
c. Describe any proposed collaborative efforts with other legal services providers, particularly by those designed to leverage services.

d. Describe the planning process for scheduling community education events, to include engagement with local communities and providers in the planning and coordination of these events, and which communities throughout the state will be served.

5. **Impact Litigation and Systemic Elder Rights Advocacy**

   a. Describe a detailed plan to identify problems and issues related to the legal needs of older adults and a method to systemically address these needs. Include the following components:

      1) General statement of need to provide impact litigation and systemic elder rights advocacy;
      2) Geographic areas to be served;
      3) Outreach efforts;
      4) Coalition building;
      5) Supports for grass roots organizing; and
      6) Supports for legislative action.

   b. Describe how the success of advocacy efforts will be measured and evaluated.

   c. Describe how systemic advocacy efforts will relate to any direct legal assistance provided.

ii. **Evaluation (75 Points)**

   a. Describe how staff effectiveness, cost efficiency and progress in achieving program objectives will be monitored and evaluated. **Provide a sample report demonstrating how service delivery will be measured and reported.**

   b. Describe the procedures to be used to assure client confidentiality.

   c. Describe the mechanism and procedures for addressing grievances and measuring client satisfaction.

   d. Describe the method to be used to notify clients that they may voluntarily contribute to the program.
iii. Staff Qualifications (75 Points)

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

4. Desirable Specifications (50 Total Points Available)

a. Additional Services

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

1. Reduced Fee and/or Fee Generating Cases

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

1. Geographic areas to be served;

2. Case priorities;

3. Method to be utilized to determine reduced fee;

4. Sliding fee scale options; and

5. Accounting methods, if applicable, for program income generated by reduced fee and/or fee generating cases.

b. Describe any plan to provide follow-up regarding cases which have been referred to a private attorney.
C. BUSINESS SPECIFICATIONS

1. Financial Stability (Pass/Fail)

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

2. Letter of Transmittal Form (Pass/Fail)

The Offeror’s proposal must be accompanied by the Letter of Transmittal form located in Appendix E. The form must be completed and must be signed by the person authorized to obligate the Offeror.

3. Campaign Contribution Disclosure Form (Pass/Fail)

The Offeror must complete an unaltered Campaign Contribution Disclosure form (Appendix B) and submit a signed copy with the offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made.

4. Cost (300 Points) (“TCP” means Total Cost Points i-v)

<table>
<thead>
<tr>
<th>C.4.i</th>
<th>Line Item Budget</th>
<th>(Appendix D)</th>
<th>75 of 300 TCP</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.4.ii</td>
<td>Budget Narrative</td>
<td>(Appendix D.1)</td>
<td>75 of 300 TCP</td>
</tr>
<tr>
<td>C.4.iii</td>
<td>Leveraged Share</td>
<td>(Appendix D.2)</td>
<td>75 of 300 TCP</td>
</tr>
<tr>
<td>C.4.iv</td>
<td>Proposed Level of Service</td>
<td>(Appendix D.3)</td>
<td>50 of 300 TCP</td>
</tr>
<tr>
<td>C.4.v</td>
<td>Proposal Summary Sheet</td>
<td>(Appendix D.4)</td>
<td>25 of 300 TCP</td>
</tr>
</tbody>
</table>

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

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

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

C.4.iii: Offerors must complete the Leveraged Share (Additional Funding Sources) (Appendix D.2). The narrative shall include a description of the leveraged funding.
C.4.iv: Offerors must complete the Proposed Level of Service (Appendix D.3) and provide the proposed rate or cost and level of service information for the four service components required of the project, as set forth in this RFP.

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

\[
\text{Offeror’s Points} = \frac{\text{Lowest Proposed Cost}}{\text{Offeror’s Proposed Cost}} \times \text{Maximum Points Allowed (25)}
\]

5. **Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copies of their preference certificates in this section. In addition, for resident Veterans Preference, the attached certification Form (Appendix G) must accompany any Offer and any Offeror wishing to receive the preference must complete and sign the form.
V. EVALUATION

A. EVALUATION POINT SUMMARY

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

<table>
<thead>
<tr>
<th>Factors – correspond to section IV.B and IV C</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Technical Specifications</td>
<td></td>
</tr>
<tr>
<td>B.1. Organizational Experience</td>
<td>150</td>
</tr>
<tr>
<td>B.2. Organizational References</td>
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</tr>
<tr>
<td>B.3. Mandatory Specification (Sections i-iii)</td>
<td>400 Total Points</td>
</tr>
<tr>
<td>i. Service Delivery</td>
<td>250 Points</td>
</tr>
<tr>
<td>ii. Evaluation</td>
<td>75 Points</td>
</tr>
<tr>
<td>iii. Staff Qualifications</td>
<td>75 Points</td>
</tr>
<tr>
<td>B.4. Desirable Specification (Additional Services)</td>
<td>50 Points</td>
</tr>
<tr>
<td>C. Business Specifications</td>
<td></td>
</tr>
<tr>
<td>C.1. Financial Stability</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.2. Letter Of Transmittal</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.3. Signed Campaign Contribution Disclosure Form</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.4.i-v Cost (APPENDIX D, D.1, D.2, D.3 and D.4)</td>
<td>300 Total Cost Points</td>
</tr>
<tr>
<td>C.4.i  Line Item Budget (APPENDIX D)</td>
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</tr>
<tr>
<td>C.4.ii Budget Narrative (APPENDIX D.1)</td>
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<td>25 Points</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1,000 points</td>
</tr>
</tbody>
</table>

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the suitability of the proposed structure, statewide capacity, partnerships and resources necessary to carry out the services as listed in the
SOW, and a thorough description of experience and expertise in working with the older adult population facing legal issues.

2. **B.2 Organizational References (See Table 1)**
Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

3. **B.3 Mandatory Specifications (See Table 1)**

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

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

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

4. **B.4 Desirable Specifications (See Table 1)**
Points will be awarded based on the suitability, value, thoroughness, clarity, breadth and depth of the strategy cited, conveyance of understanding and the perceived validity of the response.

5. **C.1 Financial Stability (See Table 1)**
   Pass/Fail only. No points assigned.

6. **C.2 Letter of Transmittal (See Table 1)**
   Pass/Fail only. No points assigned.

7. **C.3 Campaign Contribution Disclosure Form (See Table 1)**
   Pass/Fail only. No points assigned.

8. **C.4 Cost (See Table 1)**
Scored Line Item Budget, Budget Narrative, Leveraged Share, Proposed Level of Service and Proposal Summary. (Appendices D, D.1, D.2, D.3 and D.4)
<table>
<thead>
<tr>
<th>C.4.i</th>
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Offerors must complete APPENDICES D., D.1, D.2, D.3, and D.4)

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

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

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

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

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

\[
\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror’s Bid}} \times \text{Available Award Points}
\]

9. C.5. New Mexico Preferences

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

A. New Mexico Business Preference

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

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided its Preference Certificate and the Resident Veterans Certification Form, the Preference Points are one of the following:
• 10% for less than $1M (prior year revenue)
• 8% for more than $1M but less than $5M (prior year revenue)
• 7% for more than $5M (prior year revenue)

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II. C.18.

4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). However, a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM
APPENDIX A

REQUEST FOR PROPOSAL

Legal Services for Older Adults in New Mexico
RFP# 70-624-17-01302

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 3:00 PM MST on April 10, 2017. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: __________________________________________________________

REPRESENTED BY: _____________________________________________________

TITLE: ________________________________ PHONE NO.: ____________________

E-MAIL: ___________________________       FAX NO.: ________________________

ADDRESS: _____________________________________________________________

CITY: __________________________ STATE: ________ ZIP CODE: _____________

SIGNATURE: ___________________________________ DATE: _________________

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

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

Marlene Acosta, Procurement Manager
Legal Services for Older Adults in New Mexico RFP# 70-624-17-01302
Aging & Long Term Services Department
2550 Cerrillos Rd.
Santa Fe, NM  87505
E-mail: marlene.acosta@state.nm.us
APPENDIX B

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: __________________________________________

Relation to Prospective Contractor: __________________________________________

Name of Applicable Public Official: _________________________________________

Date Contribution(s) Made: __________________________________________

__________________________________________

Amount(s) of Contribution(s)  __________________________________________

__________________________________________

Nature of Contribution(s)  __________________________________________

__________________________________________

Purpose of Contribution(s)  __________________________________________

__________________________________________

(Attach extra pages if necessary)

__________________________________________

Signature    Date

__________________________________________
Title (position)

—OR—

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

______________________________  _______________________
Signature       Date

______________________________
Title (Position)
APPENDIX C
SAMPLE CONTRACT

STATE OF NEW MEXICO

Aging & Long Term Services Department

PROFESSIONAL SERVICES CONTRACT #________________________

THIS AGREEMENT is made and entered into by and between the State of New Mexico, AGING & LONG TERM SERVICES DEPARTMENT, hereinafter referred to as the “Agency,” and NAME OF CONTRACTOR, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (DFA).

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
   The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.

2. **Compensation.**
   A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____________ dollars ($___________) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. The **total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

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

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

3. **Term.**

   THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on **June 30, 2018** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. **Termination.**

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

   B. **Notice; Agency Opportunity to Cure.**

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

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

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

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

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

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

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

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

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

9. **Release.**
Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
10. **Confidentiality.**
Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

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

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

   B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

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

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

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

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

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

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

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

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

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

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

15. Penalties for violation of law.
The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
16. **Equal Opportunity Compliance.**

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

17. **Applicable Law.**

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

18. **Workers Compensation.**

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

19. **Records and Financial Audit.**

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

20. **Indemnification.**

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

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

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

   C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: [http://insurenewmexico.state.nm.us/](http://insurenewmexico.state.nm.us/).

22. **Employee Pay Equity Reporting.**
    Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies
even though contractor itself may not meet the size requirement for reporting and be required to report itself.

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

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

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

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

   To the Agency:
   Patricia Lopez
   NM Aging and Long Term-Services Department
   PO Box 27118
   2550 Cerrillos Road
   Santa Fe, NM  87502
   505-476-4984
   Patricia.Lopez@state.nm.us

   To the Contractor:
   TBD

26. **Authority.**
   If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below.

By: ____________________________________________  Date:_____________  
Agency

By: ____________________________________________  Date:_____________  
Agency’s Legal Counsel – Certifying legal sufficiency

By: ____________________________________________  Date:_____________  
Agency’s Chief Financial Officer

By: ____________________________________________  Date:_____________  
Contractor

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

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

By: ____________________________________________  Date:_____________  
Taxation and Revenue Department

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

By: ____________________________________________  Date:_____________  
DFA Contracts Review Bureau
Attachment 1 – Scope of Work

A. SCOPE OF WORK

1. PURPOSE

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

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

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

2. TARGET POPULATION

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

3. PRIORITY AREAS

   In addition to serving the target population, the Contractor must implement methods to target specific “Priority Issue Areas,” such as income, health care, long-term care, nutrition, housing, utilities, guardianship, abuse, neglect, exploitation, age discrimination, and protective services.

4. DESIGNATED SERVICE AREA AND ELIGIBILITY

   With the exception of Bernalillo County, legal services shall be provided statewide for adults age 55 and older. In Bernalillo County, legal services shall be provided for adults age 55 through 59, and adults over age 59 on a priority basis, when referred by an existing Bernalillo County legal provider unable to meet an older adult’s legal needs, in order to ensure that the legal needs of older adults in Bernalillo County are met.
5. RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

c. **Community Education:** The Contractor shall conduct a minimum of 4 community education and/or outreach events annually and serve a minimum of 550 older adults with the goal of providing self-help to older adults seeking legal advice. In addition, Contractor shall engage with statewide community-based organizations, to coordinate these events. Community education events may include, but are not limited to, providing outreach via educational exhibits at the annual New Mexico Conference on Aging and other conferences pertaining to aging-related issues, including training provided to Aging Network providers, Adult Protective Services employees, the state Long-Term Care Ombudsman employees and volunteers, and AAA staff.
The Contractor shall create educational materials and other legal resources and distribute them statewide, in order to provide information about legal issues that older adults may face and available services and supports.

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

6. **STAFFING REQUIREMENTS**

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

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

7. **PROGRAM REPORTING REQUIREMENTS**

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

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

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

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

8. FISCAL REQUIREMENTS

a. The Contractor shall submit an annual budget and justification to coincide with awarded amounts within 15 days of the receipt of the awarded contract, or as requested by the ALTSD.

b. The Contractor shall only expend contract funds as allowed in accordance with the ALTSD approved Scope of Work, this Agreement, the approved budget and the budget justification.

c. The Contractor shall submit to the ALTSD on a monthly basis a request for reimbursement utilizing the form(s) provided by the ALTSD. Requests for reimbursement shall be due the 10th day of the month, for the prior month’s expenditures until all funds are spent, and a final report shall be due each year within thirty days of the expenditure of all funds or thirty days after the termination of the Agreement, whichever occurs first.

d. The Contractor shall submit to the ALTSD, as necessary, any budget adjustment request(s) for review and approval prior to March 31st of each year.

9. ADDITIONAL REQUIREMENTS

a. Audit - The Contractor shall provide at its expense a financial and compliance audit report from an independent auditor to the ALTSD covering the period from July 1, 2017 to June 30, 2018. An official copy of the auditor’s report shall be made available to the ALTSD within 15 days of receipt of the final audit report. The independent financial and compliance audit of the Contractor shall be conducted in accordance with generally accepted accounting principles.

b. Records –

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

ii. The Contractor shall preserve and make available records for a period of three years from the termination of this Agreement and for such additional period, if any, as is required by applicable statute. Except that:
1. If this Agreement is not completed or is partially terminated, the records relating to the work shall be preserved and made available for a period of three years from the date of any resulting final settlement.

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

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

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

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

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

g. **Monitoring** – ALTSD monitoring of the Contract for compliance with performance measures shall be conducted throughout the term of the Contract, and shall include desk reviews of fiscal and programmatic documentation. In addition, the ALTSD shall conduct on-site compliance monitoring review(s), the frequency of which shall be determined by the ALTSD, at its sole discretion. The Contractor shall cooperate with ALTSD staff in the monitoring process by granting reasonable access to the Contractor’s program and fiscal related records (both electronic and hard copy). Upon request in writing from the ALTSD, the Contractor shall provide records and/or access to ALTSD staff within 15 business days of the request, unless an extension is granted by the ALTSD.
The Contractor shall abide by all definitions and terms, the designated service area and this Scope of Work as outlined in the Request for Proposals (RFP) for Legal Services for Older Adults in New Mexico and the Contractor’s written proposal in response to the RFP, including Addenda A and B.

**Attachment 2 – Budget**

Description:

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62
COST

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

LINE ITEM BUDGET INSTRUCTIONS

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

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

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

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

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

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

4. **Supplies and Equipment**
   Include the amount of funds to purchase consumable supplies and materials. Purchase of capital items (items over $5,000) are unallowable under this contract unless a written request is provided in advance and approved by the ALTSD.
5. **Contractual and Consultant Services**
   Include costs for consultants related to the project’s operations, except training consultants, which are to be listed in Section 6, below. Indicate the rates of pay and total costs proposed and the service(s) to be contracted. Costs for project evaluation activities may be included.

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

7. **Other Program Operating Costs**
   Allowable costs in this budget category include, when applicable, office or venue rental space; utilities; telephone; internet; printing; postage; marketing/advertising; and other costs associated with fulfilling the project requirements.
APPENDIX D
LINE ITEM BUDGET FORM

RFP #70-624-17-01302

Offeror Name_________________________    Completed By__________________________

LEGAL SERVICES FOR OLDER ADULTS IN NEW MEXICO PROJECT BUDGET

1. PERSONNEL EXPENSES

<table>
<thead>
<tr>
<th>Position&gt;Title</th>
<th>FTE</th>
<th>Pay Rate</th>
<th>Total Amount</th>
<th>ALTSD Share</th>
<th>Leveraged Share</th>
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2. PERSONNEL FRINGE

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### 3. TRAVEL COSTS

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### 4. SUPPLIES & EQUIPMENT

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### 5. CONTRACTUAL AND CONSULTANT SERVICES

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### 6. STAFF TRAINING

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7. OTHER PROGRAM OPERATING COSTS

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<th>Leveraged Share</th>
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<th>Total Amount</th>
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<th>Leveraged Share</th>
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APPENDIX D.1
BUDGET NARRATIVE INSTRUCTIONS

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

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

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

Column 3 – Justification/Description
Provide a detailed narrative that supports the TOTAL line item amount. This information shall include the basis supporting the amount proposed. (For example: pay rates, mileage, reimbursement rates, and individual benefit costs and the like.)

NOTE: Verify that the total amount listed in the Base Amount column equals the grand total listed in the Line Item Budget (Appendix D)
APPENDIX D.1 BUDGET NARRATIVE

RFP # ______________________________

<table>
<thead>
<tr>
<th>COLUMN 1</th>
<th>COLUMN 2</th>
<th>COLUMN 3</th>
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</thead>
<tbody>
<tr>
<td>LINE ITEM</td>
<td>BASE AMOUNT $</td>
<td>JUSTIFICATION/DESCRIPTION</td>
</tr>
</tbody>
</table>


APPENDIX D.2
LEVERAGED SHARE (OTHER FUNDING SOURCES) INSTRUCTIONS

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

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

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

SUMMARY/PLAN - Provide an overall summary narrative to include the length of commitment of leveraged funds and a plan to sustain and increase leveraged funds for the duration of the contract.
LEVERAGED SHARE (OTHER FUNDING SOURCES) APPENDIX D.2

RFP # ______________________________

<table>
<thead>
<tr>
<th>OTHER FUNDING SOURCES</th>
<th>AMOUNT $</th>
<th>SUMMARY/PLAN</th>
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APPENDIX D.3

PROPOSED LEVEL OF SERVICE
APPENDIX D. 3

PROPOSED LEVEL OF SERVICE

RFP # __________________________

1. SERVICE COMPONENT: DIRECT LEGAL ASSISTANCE

a. Provide the reimbursement rate proposed for Direct Legal Assistance, an estimate of the number of cases to be handled, and the proposed number of hours to be provided, for the period July 1, 2017 - June 30, 2018.

<table>
<thead>
<tr>
<th>Proposed Rate:</th>
<th>Proposed number of Cases:</th>
<th>Proposed number of Direct Legal Assistance Hours:</th>
</tr>
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<tbody>
<tr>
<td>$___________ per ________(hour, case, client)</td>
<td>_______________________</td>
<td>_______________________</td>
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</table>

b. Provide a rate justification that integrates the budget with the program goals and required performance measures. Identify the basis used in establishing the reimbursement rate with respect to the services proposed.

*Rate Justification: (use additional sheets if necessary)*

2. SERVICE COMPONENT: LEGAL CLINICS

a. Provide the reimbursement rate/cost proposed for conducting Legal Clinics statewide and the proposed number of units/activities, for the period July 1, 2017 - June 30, 2018.

<table>
<thead>
<tr>
<th>Proposed Rate/Cost Per Activity or Unit:</th>
<th>Proposed Number of Activities:</th>
<th>Proposed Number of Older Adults to be Served:</th>
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*Cost Justification: (use additional sheets if necessary)*
3. SERVICE COMPONENT: COMMUNITY EDUCATION

Provide the reimbursement rate/cost proposed for conducting Community Education events statewide and the proposed number of units/activities, for the period July 1, 2017 - June 30, 2018.

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<tr>
<th>Proposed Rate/Cost Per Activity or Unit:</th>
<th>Proposed Number of Activities:</th>
<th>Proposed Number of Individuals to be Served:</th>
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Cost Justification: (use additional sheets if necessary)

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

Provide the reimbursement rate/cost proposed for conducting statewide Impact Litigation & Systemic Elder Rights Advocacy activities and the proposed number of units/activities, for the period July 1, 2017 - June 30, 2018.

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<th>Proposed Rate/Cost Per Activity or Unit:</th>
<th>Proposed Number of Activities:</th>
<th>Proposed Number of Older Adults to be Served:</th>
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Cost Justification: (use additional sheets if necessary)
Proposal Summary Sheet
RFP #70-624-17-01302

Name of Organization: _______________________________________________________
Address: ___________________________________________________________________
Authorized Contact Person/Title: _____________________________________________
Telephone Number(s): _______________________________________________________
Authorized Contact Person’s Email Address: _________________________________

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

Total amount proposed/requested: $________________________

________________________________________   ____________________
Offeror’s Authorized Signature and Title    Date
APPENDIX E

LETTER OF TRANSMITTAL FORM
APPENDIX E
Letter of Transmittal Form

RFP#: 70-624-17-01302
Offeror Name: _____________________   FED ID# _______________________________

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

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:
Name _______________________________________________________________________
Title _______________________________________________________________________
E-Mail Address _______________________________________________________________
Telephone Number ___________________________________________________________

3. For the person authorized by the organization to negotiate on behalf of this Offer:
Name _______________________________________________________________________
Title _______________________________________________________________________
E-Mail Address _______________________________________________________________
Telephone Number ___________________________________________________________

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:
Name _______________________________________________________________________
Title _______________________________________________________________________
E-Mail Address _______________________________________________________________
Telephone Number ___________________________________________________________

5. Use of Sub-Contractors (Select one)
   ____ No sub-contractors will be used in the performance of any resultant contract OR
   ____ The following sub-contractors will be used in the performance of any resultant contract:
_________________________________________________________________________________
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which
will be used in the performance of any resultant contract.
____________________________________________________________________________
(Attach extra sheets, as needed)

7. Check each item below:
   ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions
       Governing the Procurement as required in Section II. C.1.
   ____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained
       in Section V of this RFP.
   ____ I acknowledge receipt of any and all amendments to this RFP.

________________________________________________ _____________________, 2017
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)
APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document an Offeror’s experience relevant to the scope of work in an effort to establish the Offeror’s responsibility.

Each Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to Marlene Acosta, Procurement Manager, by April 21, 2017 for inclusion in the evaluation process. The form and information provided will become part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.
RFP # 70-624-17-01302
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

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

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

no later than April 21, 2017 and must not be returned to the organization requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting, include the Request for Proposal number listed at the top of this page.

<table>
<thead>
<tr>
<th>Organization providing reference:</th>
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<tbody>
<tr>
<td>Contact name and title/position</td>
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<td>Contact telephone number</td>
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<td>Contact e-mail address</td>
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<tr>
<td>Project description;</td>
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<tr>
<th>Project dates (starting and ending);</th>
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| Technical environment for the project for which you are providing a reference (such as Software applications, Internet capabilities, Data communications, Network, Hardware); |  |
QUESTIONS:

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

2. How would you rate this organization’s knowledge and expertise?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the organization’s flexibility relative to changes in the project scope and timelines?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

4. What is your level of satisfaction with any hard-copy materials produced by the organization?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

5. How would you rate the dynamics/interaction between the organization and your staff?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

6. Who were the organization’s principal representatives involved in your project and how would you rate them individually? Comment on the skills, knowledge, behaviors or other factors on which you based the rating.
   (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   
   Name: _____________________________ Rating:
Name: _____________________________ Rating: 
Name: _____________________________ Rating: 
Name: _____________________________ Rating: 

COMMENTS:

7. How satisfied are you with the products developed by the organization? 
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) 
   COMMENTS:

8. With which aspect(s) of this organization’s services are you most satisfied? 
   COMMENTS:

9. With which aspect(s) of this organization’s services are you least satisfied? 
   COMMENTS:

10. Would you use this organization’s services again? 
    COMMENTS:
APPENDIX G

RESIDENT VETERANS CERTIFICATION
New Mexico Preference Resident Veterans Certification

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

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

Please check one box only

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

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

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

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

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

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

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

__________________________________ ____________________________________________
(Signature of Business Representative) (Date)

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