THE
STATE OF NEW MEXICO
DIVISION OF VOCATIONAL REHABILITATION
DISABILITY DETERMINATION SERVICES
ANNOUNCES

Request for Proposal

For

Medical/Psychiatric and Psychological Assessment and Consultant Services
RFP #15-0004

March 2015
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I. PROPOSAL INFORMATION

A. Purpose of the Request for Proposals (RFP)

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

The SSA requires that the majority of disability decisions be reviewed and signed by both an experienced Disability Adjudicator and by a licensed physician and/or psychologist, all of whom are considered Medical Consultants for the purpose of this RFP. The NMDDDS will contract with a sufficient number of licensed physicians and psychologists to meet this requirement. The contracts issued under this RFP will be for the NMDDDS adjudication process. The difference between a new MC, an Independent MC and an Experienced MC is explained in Section E3-5 of this RFP.

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

B. Background

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

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

C. **Compensation**

1. **New Medical Consultant (MC) contractors** will undergo a comprehensive SSA disability program orientation/training period for 500 to 1,000 hours, which is designed to develop an effective working knowledge of SSA disability program concepts. Typically, the training period is approximately six (6) to twelve (12) months prior to becoming an Independent/Experienced MC. However, if the new MC does not achieve an independent status after 500 to 1,000 hours of training, there will be no additional hours added beyond the 1,000 hours or any additional months added beyond the 12 months of training, whichever comes first. The result is that the MC contract will be terminated. Training time is compensated at the base hourly rate plus gross receipts tax (GRT) of:

   $60.00/hr during orientation/training. Once the MC is deemed independent, the MC will then transition to compensation at the base rate per case and base hourly rate as described in Section C2-3 of this RFP. Training will not be extended beyond 1,000 hours or 12 months, whichever comes first. A contract resulting from this RFP will terminate if the MC does not become an independent MC after the maximum amount of training is provided.

2. **Independent MC contractors** will be compensated per completed medical assessment plus total time spent on non-case related services. However, the NMDDS will not reimburse for any case requiring corrective actions (Quality Assurance and/or Disability Quality Branch returns). MCs will be paid for their services at a base rate per completed assessment plus gross receipts tax (GRT) and a base hourly rate, plus GRT for any non-case related services (i.e. trainings, meetings, etc.). The following clarifies those rates:

   a. Base rate per completed medical assessment for each State Fiscal Year included in the term of this contract:

      i. Physical Medical Consultant: $30 per completed case
      ii. Psychiatric or Psychological: $30 per completed case

   b. The number of completed medical assessments for each State Fiscal Year contracted from this RFP is 0-4200, depending on Agency need for the services rendered by the type of provider. The maximum number of completed medical assessments per medical consultant per State fiscal year shall not exceed 4200. No amount of work is guaranteed from any contract resulting from this RFP. The NMDDS will be the final authority in determining whether a medical assessment prepared by the MC satisfies programmatic requirements. A
medical assessment will be deemed completed for payment purposes when the MC, in compliance with policies and procedures, performs consultant services and the NMDDS accepts the completed medical assessment. Medical assessments of multiple or concurrent disability claims shall be counted as one (1) medical assessment, per claimant, for payment purposes. At the sole discretion of the NMDDS, the acceptance of the completed medical assessment may occur at the time of case closure from the NMDDS.

c. The NMDDS will determine the most effective and efficient method for assigning and distributing disability claims to the MCs for medical assessments. No Offeror receiving a contract resulting from this RFP is guaranteed any work.

d. In addition to the medical assessment services at the base rate per case, the NMDDS will occasionally require other non-case related services, such as assisting in the orientation and/or training of new MCs or adjudicators, attendance at mandatory agency meetings, scheduled face-to-face case consultation with adjudicative staff, etc. These additional services will be provided on an “as required” basis and paid at the Base Hourly Rate. Non-case related services will be directed and/or provided when approved by the Director of Special Programs or the NMDDS Administrator. Non-case related services will be paid by the base hourly rate.

e. For Independent MC contractors who have successfully completed training, the base hourly rate for non-case related services for each State Fiscal Year in any contract(s) resulting from this RFP is:

$60.00 per hour (MC services) with a maximum of 840 hours and a minimum of 200 hours for each Independent/Experienced MC

f. The maximum number of hours of MC services for which the MC is eligible for payment shall equal one (1) hour of MC services for every five (5) completed medical assessments (5:1 ratio) computed on a monthly basis.

**Example:**

Complete 13 medical assessments ($30 x 13) $390
Base hourly rate to be billed at 5:1 ratio
(10 completed assessments: 10 divided by 5 = 2 hours x $60) $120
Total billed/paid $510

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

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

1. Provide medical/psychiatric or psychological assessments or consultations according to Disability Evaluation under Social Security guidelines to the Adjudicators and other staff, as necessary, regarding the type of medical development needed to complete a detailed assessment of an applicant's impairment(s) for purposes of a Social Security disability determination, as follows:
   
   a. Medical assessments consist of a variety of actions as required by the Social Security Administration (SSA) to assess all types of disability claims according to the standards set forth in the SSA Program Operations Manual System (POMS) and Disability Evaluation under Social Security ("listings book"). Such activities include:
      
      i. Assist in preparing and/or completing assessment forms based on review and analysis of adequate medical and nonmedical information (SSA-4734 Physical Residual Functional Capacity Assessment (RFC);
      
      ii. Assist in preparing and/or completing SSA-2506 Psychiatric Review Technique (PRTF) forms;
      
      iii. Assist in preparing and/or completing SSA-4734-F4-SUP Mental Residual Functional Capacity Assessment (MRFC) forms;
      
      iv. Assist in preparing and/or completing SSA-538-F6 Childhood Disability Evaluation Form; and
      
      v. Conduct telephonic consultations with physicians, or psychologists, or other acceptable sources that result in medical/psychological or other evidence necessary to NMDDS (considered part of the Case Assessment process). Training in the use of Document Management Architecture and the Electronic Worksheet will be provided;
   
   b. Consultation consists of meeting/discussing with Adjudicative and other agency staff the adequacy of medical/psychological/psychiatric and other evidence, completing assessment forms and/or describing alternative actions;

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

3. Contact by telephone or letter, when necessary, sources of medical evidence of record, consulting physicians, hospitals, or any other source that may provide medical, psychiatric or psychological information;

4. Work all cases assigned by the NMDDS unless a prior professional or personal relationship exists with the claimant;
5. Attend Medical Consultant meetings/trainings as convened by the Director of Special Programs, the NMDDS Administration or the Chief Medical Consultant of the NMDDS;

6. Assist in the training of new Adjudicators regarding the medical, psychiatric or psychological aspects of body systems according to Disability Evaluation under Social Security guidelines;

7. Advise physicians or other members of the medical community of the medical and/or functional information required by the Social Security Administration for purposes of making a disability determination; and,

8. Attend specialized training regarding Social Security Regulations affecting the NMDDS program as required or authorized by the Agency.

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

E. DEFINITIONS

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

2. Non-Case related services/activities include, but are not limited to:
   a. Attending, preparing and/or conducting training for new MCs and/or Adjudicators
   b. Staffing/Peer consultation
   c. Attending required meetings
   d. Traveling as required by the Agency

3. New Medical Consultant (MC): A new MC is defined as a Contractor who is to be paid at the base hourly rate of $60 as described in Section C1 above. New MCs will be required to participate in a training program that is intended to enable the MC to attain and achieve SSA’s and NMDDS’s performance expectations. Upon successful completion of the training program, the Contractor will attain the status of Independent Medical Consultant.

4. Experienced MC: An MC who has previously worked at another state DDS in the nation and/or at the NMDDS and has already shown successful performance as an MC and may or may not require any amount of training. See 6c below for training requirements for experienced MCs.
5. **Independent MC:** An Independent MC is a Contractor who has successfully completed MC training (whether as a new or experienced MC; or, is an experienced MC who does not need additional training) and who can independently maintain the performance expectations outlined in Section D, Scope of Work, and who can maintain a satisfactory level of performance of the duties. An Independent MC transitions from the $60 per hour during the new MC training to being paid $30 per completed case and $60 per hour for every five (5) cases completed, as outlined in Section C, Compensation.

6. **Training Period:** At the beginning of the training period, the Contractor will be considered as a new MC or an experienced MC (with training needs identified as described below).

   a. The training period is structured to provide new MCs with a general overview of the SSA disability program as well as familiarize them with its policies and procedures. This orientation is intended to enable the new MC to achieve and maintain the status of an Independent MC through both group and one-on-one training sessions.

   b. The 500-1,000 hour training period, which typically lasts on average of six to twelve months, consists of formal presentations of one-on-one case collaboration at which point the new MC will be evaluated to determine proficiency. The 1,000 hours and the twelve months are both maximums and will not be exceeded for training purposes. The MC will be transitioned to the pay per case rate once the maximum hours (1,000) or maximum months (12) of training are reached, whichever comes first. If proficiency is not achieved, the contract will be terminated.

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

F. **PROCUREMENT MANAGER**

The Agency has designated the NMDVR Procurement Manager as the person responsible for the conduct of this procurement whose contact information is listed below.

Randy Herrera  
New Mexico Division of Vocational Rehabilitation- NMDVR  
435 St. Michael’s Dr. Building D  
Santa Fe, NM  87505  
Phone (505) 954-8544  
Fax (505) 954-8556  
randy.herrera@state.nm.us
Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing.

Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the Agency. The NMDVR shall not assume responsibility for any answers to clarifications received from other NMDVR staff or other State staff. Any contact with anyone other than the Procurement Manager listed above may result in disqualification. The Procurement Manager also serves as the Procurement Officer for the purpose of issuing written determinations relevant to this RFP pursuant to 1.4.1.7 B (4) NMAC.

G. DEFINITIONS OF REQUEST FOR PROPOSAL (RFP) TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Agency” means the New Mexico Division of Vocational Rehabilitation; otherwise referenced in this RFP as NMDVR.

“Amended Proposals” means that an Offeror may submit an amended proposal prior to the deadline for receipt of proposals. Such amended proposal must be completed replacements for previously submitted proposal and must be clearly identified as such in the transmittal letter.

“Contract” means an agreement for the procurement of items of tangible personal property or services. A draft copy of the contract between NMDVR and the selected Offeror is incorporated in the RFP.

“Contractor” means a successful Offeror or successful Offerors who enter(s) into a binding contract.

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

“Determination” means the written documentation of a decision made by the Procurement Manager for the RFP and who serves as the Procurement Officer for this RFP. A determination becomes part of the procurement file to which it pertains.

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

“Director or Acting Director” means the Director or Acting Director of the NMDVR.

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

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the Director for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
“Finalist” means an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“Funding Period” means the designated period for which the activities to be charged against the specific funds are to take place. Contracts negotiated with selected Offerors are subject to the availability of federal and/or state funds, as applicable, throughout the term of the contract. A contract will be finalized under this RFP is only for the amount and time period specified and carry no implication of continuing the stated beyond funding and the terms of the contract. A contract will be finalized before funding begins, and no expenditures toward the agreement can be incurred prior to the date the Department of Finance and Administration (DFA) approves the contract and a purchase order is issued.

“Mandatory” means that 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.

“Notification of Selection” means the Evaluation Committee will select and the Procurement Manager will notify the finalist Offeror(s) in accordance with the Sequence of Events. Only the finalist(s) will be invited to participate in the subsequent steps of the procurement. The schedule for the interviews will be determined at this time.

“Offeror” means any person, corporation, or partnership that chooses to submit a proposal in response to this Request for Proposal (RFP).

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

“Procurement Manager” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Professional Services” means the definition in the Procurement Code NMSA 1978, Section 13-1-76 as further defined by the State Purchasing Agent by the April 25, 2007 memorandum titled “Professional Services Determination, issued by the State Purchasing Agent.

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

“Request for Proposal” or “RFP” means this document, any attachments incorporated by reference, and any amendments issued for use in soliciting proposals, for this RFP.

“Responsible Offeror” An Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove the financial resources, production or service facilities, personnel service reputation and experience are adequate to make necessary delivery of the services or items of tangible personal property described in the proposal.
“Responsive Offeror” or “Responsive Proposal” means an offer or proposal that 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.

“RFP Amendment” means that if an RFP amendment is deemed necessary it will be issued prior to the submission deadline. All notices, clarification, and addenda to the RFP will be sent via an email, or by facsimile if, an Offeror does not have an email address, to each individual Offeror using the Acknowledgement of Receipt Form, (see Attachment 6).

“Selection” means a written notice by the Procurement Manager that an Offeror has been selected to enter into a contract for services, but the selection does not constitute a formal award of a contract. A formal award of a contract is sent in writing by the Procurement Manager to selected Offerors only after a contract is executed between the parties and with required signatures from applicable State entities. In the event a selected Offeror and the Agency cannot, for any reason, finalize a contract, the Evaluation Committee may exercise its option to recommend cancelling the RFP or reviewing the other submitted proposals for the purpose of selection and then final award of a contract.

“Selection Committee” means a body constituted in accordance with NMSA 1978, Section 13-1-121 to evaluate proposals and make a recommendation for selection to the NMDVR Director.

“Technical Irregularities” means form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors, that is, when there is no effect on price, quality or quantity. If interviews are not held or if best and final offers upon which award will be made have been received, the Procurement Manager may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to:

a) Submit the number of signed proposals required by the RFP; or
b) Sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror’s intent to be bound; or
c) Acknowledge receipt of an amendment to the RFP, but only if: 1) it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or 2) the amendment involved had no effect on price, quality or quantity.

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

A. SEQUENCE OF EVENTS

This RFP is being issued by the NMDVR through the NMDDS on March 16, 2015. Copies of the RFP can be downloaded from the NMDVR website at: [http://www.dvrgetsjobs.com](http://www.dvrgetsjobs.com) or by contacting Randy Herrera, Procurement Manager. The Procurement Manager will make every effort to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>NMDVR / NMDDS</td>
<td>March 16, 2015</td>
</tr>
<tr>
<td>2. Distribution List</td>
<td>Of ferors</td>
<td>March 31, 2015</td>
</tr>
<tr>
<td>3. Pre-Proposal Conference</td>
<td>NMDVR &amp; Offerors</td>
<td>April 1, 2015</td>
</tr>
<tr>
<td>4. Deadline to submit Questions</td>
<td>Potential Offerors</td>
<td>April 10, 2015</td>
</tr>
<tr>
<td>5. Response to Written Questions</td>
<td>Procurement Manager</td>
<td>April 15, 2015</td>
</tr>
<tr>
<td>8. Selection of Finalists</td>
<td>Evaluation Committee</td>
<td>June 5, 2015</td>
</tr>
<tr>
<td>10. Oral Presentation(s)</td>
<td>Of ferors</td>
<td>June 12, 2015</td>
</tr>
<tr>
<td>11. Finalize Contract</td>
<td>NMDVR &amp; Offeror</td>
<td>June 17, 2015</td>
</tr>
<tr>
<td>13. Protest Deadline</td>
<td>Of ferors</td>
<td>+15 days</td>
</tr>
</tbody>
</table>

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events.

1). Issue of RFP

The date the Request for Proposal is released to the public. The date of issuance will be according to Section II, A, Sequence of Events.

2). Pre-Proposal Conference

A pre-proposal conference will be held according to Section II, A, Sequence of Events from 10:00 a.m. to 12:00 p.m. at the NMDDS Conference Room, 7421 Bartlett N.E., Albuquerque, New Mexico 87109. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager. The identity of the organization/individual submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference.

All written questions will be addressed at the conference. A public log will be kept of the names
of potential Offerors that attended the pre-proposal conference.

Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal.

3). Distribution List Response Due

Potential Offerors may hand deliver, email, return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" (Form) that accompanies this document (See Attachment 6) to have their organization placed on the procurement distribution list. The Form should be signed by an authorized representative of the organization, dated and returned according to Section II, A, Sequence Of Events prior to 5:00 p.m. Mountain Daylight Savings Time (MST).

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return this Form shall constitute a presumption of receipt and the potential Offeror’s organization name shall not appear on the distribution list. However, the Offeror may still submit a proposal to the RFP.

4). Deadline to Submit Additional Written Questions

Potential Offeror(s) may submit written questions as to the intent or clarification of the terms and conditions of this RFP according to Section II, A, Sequence Of Events prior to 3:00 p.m. Mountain Daylight Savings Time. All written questions must be addressed to the Procurement Manager.

5). Response to Written Questions

Responses to written questions will be distributed as indicated in Section II, A, Sequence of Events to all potential Offeror(s) whose organization name appears on the procurement distribution list, taken from the Acknowledgement of Receipt Form (See Attachment 6). An e-mail copy will be sent to all Offeror’s that provide Acknowledgement of Receipt Forms described in II.B.3 before the deadline. Additional copies will be posted to: http://www.dvrgetsjobs.com

6). Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR THEIR DESIGNEE PRIOR TO 3:00 PM Mountain Daylight Savings Time according to Section II, A, Sequence of Events. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the NMDVR Procurement Manager at the address
listed in the General Terms and Conditions. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Request for Proposal as indicated in the General Terms and Conditions. **Proposals submitted by facsimile or by electronic mail (e-mail) will not be accepted.**

A public log will be kept of the names of all Offeror organizations that submit proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing Offerors prior to contract award.

7). **Proposal Evaluation**

An Evaluation Committee appointed by agency management will perform the evaluation of proposals. This process will take place according to Section II, A, Sequence of Events. During this time, the Evaluation Committee may at their option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. **Discussions shall not** be initiated by the Offeror(s).

8). **Notification of Selection**

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offeror(s) according to Section II, A, Sequence of Events. This date is subject to change at the discretion of the NMDVR. Finalist(s) will be selected based on the proposal evaluation criteria. Only finalist Offeror(s) will be invited to participate in the subsequent steps of the procurement.

9). **Interviews**

Interviews “may” be conducted by the Evaluation Committee with all selected finalists. Finalists are interviewed by the Evaluation Committee to expand or clarify issues resulting from the evaluation of the proposal. The RFP Procurement Manager will contact each finalist according to Section II, A, Sequence of Events with a date, time and location of the oral interview, along with instructions as may be appropriate to the conduct of the interviews, including a list of questions drafted by the Evaluation Committee and an agenda for the interviews.

10). **Finalize Contract**

The contract(s) will be finalized with the most advantageous Offeror(s) according to Section II, A, Sequence of Events. In the event that mutually agreeable terms cannot be reached with a finalist within the time specified, the finalist will not be awarded a contract. This RFP, and any
of its amendments, and the Offeror’s response, except for information determined by the Procurement Manager to be proprietary or confidential information, shall be included as attachments or exhibits to the contract.

11). **Contract Award**

After review of the Evaluation Committee Report, the recommendation of the NMDVR Management and a contract executed by the selected Offeror(s) and the Agency Director, the Agency will award contract(s) according to Section II, A, Sequence of Events. On the same date, the Procurement Manager will notify all Offeror(s), including those not selected as finalists, as to the formal contract award(s). Contracts awarded under this RFP are subject to other State agency approvals and do not become effective until approved by the Department of Finance and Administration (DFA).

12). **Protest Deadline**

In accordance with NMSA 1978, Section 13-1-172, any Offeror who is aggrieved in connection with a solicitation or the award of a contract may protest to the NMDVR Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests must be submitted in written form to:

Attn: Director
New Mexico Division of Vocational Rehabilitation
435 St. Michael’s Drive – Building D
Santa Fe, NM 87505

Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for the protest, including appropriate supporting exhibits.

*(NOTE: All the dates stated in Section II, A Sequence of Events, are subject to change at the discretion of the NMDVR).*

**C. FUNDING**

Funding is from SSA at 100% for the contract(s) awarded under this RFP. However, successful Offeror(s) have no guarantee of any work as a result of contract(s) awarded under this RFP.

**D. STATUS OF CONTRACTOR: INDEPENDENT CONTRACTOR**

Successful Offeror(s) will enter into professional services contract(s) with the NMDVR/NMDDS as independent contractors. Each independent contractor is responsible for
paying any and all applicable State, Local and Federal taxes and assessments, including Social Security Assessments from proceeds paid on the contract. Successful Offerors will not be employees of the State of New Mexico and shall not accrue leave or benefits. State Gross Receipts tax will be paid to the contractor and the contractor is responsible for paying gross receipts taxes owed under the contract to the State of New Mexico.

E. CONTENT OF PROPOSALS, RESPONSE FORMAT AND ORGANIZATION

Only one proposal may be submitted by each Offeror for this RFP. Offerors need to provide one (1) original and four (4) identical copies of their proposal. The proposal shall be limited in form and length to 8-1/2” x 11” paper.

1. **Cover Letter.** A one-page cover letter must accompany each proposal identifying the proposal and the people and/or agency submitting it, citing the RFP and containing a brief summary of the proposal. The cover letter must be signed (using an ink pen for the signature) by a person or persons authorized to submit the offer and sign a contract if a contract is awarded.

2. **Background Statement.** Offerors submitting proposals shall submit a signed statement (using an ink pen for signature) (a) indicating that they are qualified to provide the services specified in the Scope of Work.

3. **Resume/License/Certifications:** Offerors shall present resumes outlining in chronological order their professional credentials and work experience(s) relevant to the services identified in this RFP, with the most current work experience listed first. Copies of licenses and certifications shall be provided in the Offeror’s response.

4. **Past Performance Information:**

   a. Offerors who do not have a history of contractual work with the NMDDS are required to submit two signed (signatures must be with ink pen) letters of recommendation with their respective proposals. The letters of recommendation must come from individuals familiar with the Offeror’s experience, skills and quality of work directly related to the services identified in this RFP and not from general knowledge of the Offeror or from other professional relationships with the Offeror not directly related to the services identified in this RFP. References are preferred from the Offeror’s partners, former partners, supervisors or other professionals who have observed or participated in the provision of medical, psychiatric or psychological services provided by the Offeror. Those writing the letters of recommendation will be contacted by the Evaluation Committee to discuss the references and the Offeror consents to the contact by submitting the letters of reference.

   b. **Offerors with a history of contractual work with the NMDDS will be evaluated by past performance and no letters of reference shall be submitted.** If Offeror(s) have prior MC experience from another state DDS and/or the SSA, then references from each DDS and/or SSA where the Offeror provided contracted services or was employed must be provided for contact by the Evaluation Committee. The Offeror consents to the Evaluation Committee contacting the references by providing the contact information, to
include names, titles, telephone numbers and facsimile numbers (if any) and email addresses (if any).

F. GENERAL TERMS AND CONDITIONS PARTICULAR TO THIS RFP:

Each proposal must be typewritten and submitted with one (1) original and four (4) identical copies:

To: Randy Herrera
    Procurement Manager, RM 253
    Division of Vocational Rehabilitation
    435 St. Michael's Dr. - Building D
    Santa Fe, NM 87505
    Phone: (505) 954-8544 &
    randy.herrera@state.nm.us

1. Proposals must be clearly marked - “Proposal RFP #15-0004 “Medical/Psychiatric and Psychological Assessment and Consultant Services” on the lower left hand corner.

2. All material submitted in response to this RFP shall become the property of the Agency and returned at its option.

3. All prices, costs, and conditions submitted in response to the RFP shall remain fixed and valid after the closing date for proposal submission.

4. No pre-award information concerning the status of proposals or their evaluation will be furnished.

5. All costs of proposal development are to be borne by the Offeror and will in no way be reimbursed by the State.

6. The Agency in its sole discretion reserves the right to reject any or all proposals received in response to this RFP.

7. The Agency need not select the lowest cost proposals, but may, after thoroughly evaluating the technical merits of all proposals, select those proposals most advantageous to the state.

8. The Agency may enter into multi-year contracts as a result of this RFP, for ease of administration. Contracts may be canceled at any time, for any reason whatsoever, by either party upon thirty-day (30) written notice to the other party.

9. The New Mexico procurement code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violations. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks pertaining to this RFP.

10. The criteria set forth in this RFP apply to all Offerors. The Agency requires that all Offerors agree to be bound by all the requirements contained in this RFP. Any Offeror concerns must
be promptly brought to the attention of the Procurement Manager.

11. This procurement and any contract with Offerors that may result shall be governed by the laws of the State of New Mexico.

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

13. A large part of communication regarding this procurement will be conducted by electronic mail (e-mail). The Offeror must have a valid e-mail address to receive this correspondence.

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

15. The procurement in no manner obligates the State of New Mexico or any of its agencies to the purchase of any professional services offered until a valid written contract is awarded by the Agency and approved by the DFA.

16. This RFP may be cancelled 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.

17. Throughout the duration of this procurement process and contract terms, Potential Offerors, Offerors and Contractors shall 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 of the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror’s proposal or termination of the contract.

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

19. Any contract awarded as a result of the 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.

20. The Evaluation Committee shall determine the rankings without the possibility of a tie. The final decision concerning all proposals will be made by the NMDVR Director or designee.

21. Any contract that may result from this RFP shall specify that the Prime Contractor is solely responsible for fulfillment of the contract with the Agency. The Agency shall make contract payments to only the prime contractor and shall consider the selected Offeror(s) to be the sole point of contact with regard to any final contract.
22. This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

23. The proposals shall be kept confidential until contracts are awarded by the Agency. At that time, all proposals and documents pertaining to the proposals shall be open to the public, except for the material that is proprietary or confidential.

   a. All information for which Offerors request confidential or proprietary treatment shall be identified by stamp or imprint. Proprietary or confidential material shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential materials are normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, Sections 57-3A-1 to 57-3A-7.

   b. If a request is received for disclosure of material for which an Offeror has made a written request for confidentiality, the Procurement Manager shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal shall be so disclosed. The Offeror shall notify the Procurement Manager ten (10) days in advance of instituting legal action intended to prohibit disclosure. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

G. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See Attachment #7) as a part of the proposal. This requirement applies regardless whether a covered contribution was made or not for the positions of Governor and Lieutenant Governor.

*Failure to complete and return the form will result in disqualification.*

H. NEW MEXICO PAY EQUITY INITIATIVE

Effective July 1, 2010, businesses seeking new contracts with any Executive Branch state agency will be required to comply with the requirements of Executive Order 2009-049, to aid in identifying and combating pay inequity and job segregation in the State of New Mexico, as a condition of being awarded a contract. Background, compliance information and quick links to key documents, may be obtained from the New Mexico General Services Department, State Purchasing Division website following the link below http://www.generalservices.state.nm.us/spd/pay_e.html.

“If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) with their bid or proposal for evaluation purposes.

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

“Should the Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, the Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

“The 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. The Offeror must further agree that, should one or more subcontractor not meet the for size requirement for reporting at contract award but subsequently grows 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.” Failure to complete and return the forms will result in disqualification.

I. OTHER ATTACHMENTS

Attachments #2 and #2A of the Draft Professional Services Contract, located in Attachment 1, and Attachments #3 thru #14 must be signed and submitted with a proposal. Failure to complete and include the completed attachments with a proposal will result in disqualification.

J. CERTIFICATION REGARDING RESPONSIBILITY MATTERS

Any prospective Bidder/ Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars ($20,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

A. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or 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.
C. Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.

D. Have 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.

1. Taxes are considered delinquent if both of 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.

E. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

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.

The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror’s responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

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 an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the contractor is indicted for or
otherwise criminally or civilly charged by any government entity (federal, state or 
local) with commission of any offenses named in this document the contractor must 
provide immediate written notice to the Procurement Manager or Buyer. If it is later 
determined that the Offeror 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.

K. NEW MEXICO PREFERENCE (5%)

Contractors having a New Mexico preference number will be assigned a preference equal to 
5% of the total points available. As of October 5, 2011, applications for in-state preference 
will no longer be processed through the State Purchasing Division. Per Senate Bill 1, signed 
by Governor Martinez on October 5, 2011, all resident businesses and contractors will have to 
obtain a new preference number with the New Mexico Department of Taxation & Revenue. In 
order for the preference to be applied to any solicitation, a vendor must submit a copy of its 
preference certificate with each solicitation. Applications are available for download at:

Resident Business:  
http://www.tax.newmexico.gov/SiteCollectionDocuments/acd-bp0001.pdf 
Resident Contractors:  
http://www.tax.newmexico.gov/SiteCollectionDocuments/acd-cp0001.pdf

For additional information please call The New Mexico Department of Taxation & Revenue 
at (505) 827-0951.
### III. EVALUATION CRITERIA

The criteria for review and evaluation of the proposal include:

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<th>Criteria</th>
<th>Points</th>
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</thead>
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<tr>
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<tr>
<td>Knowledge and Expertise</td>
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<td>Availability</td>
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<td><strong>Total</strong></td>
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THIS AGREEMENT is made and entered into by and between the State of New Mexico, NAME OF AGENCY, hereinafter referred to as the "Agency," and NAME OF CONTRACTOR, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration ("DFA").

This Contract is developed and executed pursuant to RFP #__________, Request for Proposal for Medical/Psychiatric and Psychological Assessment and Consultant Services and the Contractor’s written proposal to RFP #__________, to include all signed attachments submitted by the Contractor in response to RFP #__________ (see Attachment 1).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

   A. The Contractor shall perform the following work when performing independent case reviews/medical assessments:

   1. Provide medical/psychiatric or psychological assessments or consultations according to Disability Evaluation under Social Security guidelines to the Adjudicators and other staff, as necessary, regarding the type of medical development needed to complete a detailed assessment of an applicant's impairment(s) for purposes of a Social Security disability determination, as follows:

      a. Medical assessments consist of a variety of actions as required by the Social Security Administration (SSA) to assess all types of disability claims according to the standards set forth in the SSA Program Operations Manual System (POMS) and Disability Evaluation under Social Security ("listings book"). Such activities include:

         i. Assist in preparing and/or completing assessment forms based on review and analysis of adequate medical and nonmedical information (SSA-4734 Physical Residual Functional Capacity Assessment (RFC);
         ii. Assist in preparing and/or completing SSA-2506 Psychiatric Review Technique (PRTF) forms;
         iii. Assist in preparing and/or completing SSA-4734-F4-SUP Mental Residual Functional Capacity Assessment (MRFC) forms;
         iv. Assist in preparing and/or completing SSA-538-F6 Childhood Disability Evaluation Form; and
         v. Conduct telephonic consultations with physicians, or psychologists, or other acceptable sources that result in medical/psychological or other evidence necessary to NMDDS (considered part of the Case
Assessment process). Training in the use of Document Management Architecture and the Electronic Worksheet will be provided;

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

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

3. Contact by telephone or letter, when necessary, sources of medical evidence of record, consulting physicians, hospitals, or any other source that may provide medical information;

4. Work all cases assigned by the NMDDS unless a prior professional or personal relationship exists with the claimant;

5. Attend Medical Consultant meetings as convened by the Director of Special Programs, the NMDDS Administration or the Chief Medical Consultant of the NMDDS;

6. Assist in the training of new Adjudicators regarding the medical/psychological aspects of body systems according to Disability Evaluation under Social Security guidelines;

7. Advise physicians or other members of the medical community of the medical, psychiatric, psychological and/or functional information required by the Social Security Administration for purposes of making a disability determination; and,

8. Attend specialized training regarding Social Security Regulations affecting the NMDDS program as required or authorized by the NMDDS.

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

B. Services will be performed at the following:

New Mexico Disability Determination Services (NMDDS) Office

Currently located at:

7421 Bartlett N.E.
Albuquerque, New Mexico 87109

However, there is the potential of working as an Independent Medical Consultant out-stationed at a New Mexico SSA Field Office (SSA FO) or at another SSA FO outside of New Mexico, but within the Dallas Region, depending upon the availability of
workspace at an SSA FO in any one of the New Mexico cities with an SSA FO. The Dallas Region consists of the following states:

- Arkansas, Louisiana, New Mexico, Oklahoma and Texas

Unless specified otherwise, all Medical Consultant training and consultant services are to be performed at the NMDDS office in Albuquerque, New Mexico.

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

1. Provide a minimum of 20 work hours per week, on average as measured quarterly (Federal Fiscal Year/Quarter) during normal office hours (7:30 AM to 5:00 PM) for NMDDS (does not include weekends, New Mexico State Personnel approved holidays or days that the NMDDS is closed for any reason during a regularly scheduled work day). No extended leave beyond seven (7) consecutive calendar days can be taken in the last six (6) weeks of each federal fiscal year and only one 7-day period of leave can be taken during this time. This measure can be waived due to extenuating circumstances (i.e. emergency leave). The federal fiscal year is from October 1 through September 30.

2. Maintain a Cumulative Substantive Accuracy Rate of 95% or better quality rating as determined by the NMDDS Quality Assurance Unit and/or the Social Security Administration Disability Quality Branch and/or the Office of Program Integrity Review.

3. Maintain an average turn-around time of three (3) workdays, including date of assignment, with either a completed case/medical assessment or recommendation for additional development.

4. Provide consultation as needed during the workweek, which is based on the schedule of availability. Relief from this standard (by NMDDS management) in order to address workflow issues is not uncommon and will be documented by NMDDS as it occurs.

5. Increased volume of contracted services may be requested to address seasonal surges in case receipts, in which case a temporary schedule for availability will be negotiated with the Contractor.

D. **Evaluation:** NMDDS will conduct periodic monitoring to ensure compliance with the standards as established by POMS and that the contract is maintained. The results from the monitoring will be used to indicate the necessity for any corrective actions, remedial actions or adjustments to fee rates for these actions as defined in the Compensation section below.

E. The single point of contact for professional medical consultant services under this contract is the NMDDS Chief Medical Consultant (and the NMDDS Assistant Chief Medical Consultant in the absence of the Chief Medical Consultant). The point of
contact for contractual and other administrative issues involving this contract is the NMDDS Director of Special Programs or NMDDS Administrator.

2. **Compensation.**
   
   A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of ___________ dollars ($_________) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement 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).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

   B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the 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.

   (—OR—)

   (CHOICE – MULTI-YEAR)

   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.**

   (REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

   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 (DATE) unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

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

5. **Appropriations.**
The terms of this Agreement are contingent upon sufficient funds appropriated, authorized,
and allocated by the Legislature of the State of New Mexico and/or by the federal government, as
applicable to this Agreement. If sufficient appropriations, allocations and authorization are not made
by the Legislature of the State of New Mexico and/or by the federal government, necessitating a
decrease in the amount of contract funds available for expenditure by the Agency, this contract may
be terminated or amended to a lower amount of funds upon written notice given by the Agency to the
Contractor. The Agency's decision as to whether sufficient appropriations are available shall be
accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement
to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to
agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

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

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

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

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

10. **Confidentiality.**
Any confidential information provided to or developed by the Contractor in the performance
of this Agreement shall be kept confidential and shall not be made available to any individual or
organization by the Contractor without the prior written approval of the Agency.
11. **Product of Service -- Copyright.**

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

12. **Advertising or Publicity Conducted or Published Under this Agreement**

   A. Unless otherwise specified in this contract, the Contractor is encouraged to publish and otherwise promote the results of its work under this Agreement. A copy of each article or work submitted by the Contractor for publication shall promptly be sent to the Agency Project Manager. The Contractor shall also inform the Project Manager when the article or work is published and furnish a copy in the published form.

   B. The Contractor shall acknowledge the support of the United States Department of Education, Rehabilitation Services Administration in publicizing the work under this contract in any medium. This acknowledgement shall read substantially as follows:

      “This project has been funded at least in part with Federal funds from the United States Department of Education Rehabilitation Services Administration under grant/contract number ______. The content of this publication does not necessarily reflect the views or policies of the United States Department of Education Rehabilitation Services Administration nor does mention of trade names, commercial products, or organizations imply endorsement by the United States Government.”

13. **Conflict of Interest; Governmental Conduct Act.**

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

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

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

      2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

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

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

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

C. Contractor’s representations and warranties in Paragraphs A and B of this Article 13 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 13 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 13 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 13(B).

14. **Clean Air and Water and Energy Efficiency**

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

B. The Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are in compliance with applicable federal and state energy laws, regulations and rules.
15. **Accessibility of Meetings, Conferences, and Seminars to Persons With Disabilities**

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

16. **Key Personnel**

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

   B. The following personnel have been identified as Key Personnel in the performance of this Agreement:

17. **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.

18. **Merger.**

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

19. **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.

20. **Equal Opportunity Compliance**

   A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the President of the United States (Executive Order No. 11246, as amended by Executive Order No. 11375, and as supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR, part 60 and 45 CFR part 80, if applicable) and the Governor of the State of
New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the United States Government and State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, gender identity or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement.

B. If during any 12-month period (including the 12 months preceding the effective date of this Agreement), the Contractor has been or is awarded a contract, funded in whole or in part with federal funds, or the Contractor has subcontracted a portion or all of the Scope of Work requirements under this Agreement, the Contractor shall comply with the following, except for work performed outside the United States by employees who are not recruited within the United States, and the Contractor shall provide to the Agency information necessary to determine the applicability of this clause.

1. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to:
   a. Employment;
   b. Upgrading;
   c. Demotion;
   d. Transfer;
   e. Recruitment or recruitment advertising;
   f. Layoff or termination;
   g. Rates of pay or other forms of compensation; and
   h. Selection for training, including apprenticeship.

2. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Agency’s Contracts Manager that explain the information in this paragraph B.

3. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Agency’s Contracts Manager advising the labor union or workers’ representative of the Contractor’s commitments under this paragraph B, and post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the United States Secretary of Labor.

5. The Contractor shall furnish to the Agency all information required by Executive Order 11246, as amended, and by the rules, regulations and orders of the United States Secretary of labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the effective date of this Agreement, the Contractor shall, within 30 days after the effective date of this Agreement, apply to either the regional Office of the Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

6. The Contractor shall permit access to its premises, during normal business hours, by the Agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Agency and the federal government to inspect and copy any books, accounts, records (including computerized
records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

7. The Contractor shall include the terms and conditions of this entire clause in every subcontract or purchase order that is not exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

8. Disputes relative to federal Equal Opportunity laws will be governed by the procedures set forth in 41 CFR 60-1.1.

C. Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability.

   (1) The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as:

   (a) Recruitment, advertising, and job application and procedures;
   (b) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
   (c) Rates of pay or any other form of compensation and changes in compensation;
   (d) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
   (e) Leaves of absence, sick leave, or any other leave;
   (f) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
   (g) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
   (h) Activities sponsored by the Contractor, including social or recreational programs; and
   (i) Any other term, condition, or privilege of employment.

   (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the United States Secretary of Labor issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.

   (3) Postings: The Contractor agrees to post employment notices stating:

   (a) The Contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
   (b) The rights of applicants and employees.

   (4) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be provided to the Contractor by the Agency’s Contracts Manager.

   (5) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

   (6) The Contractor shall include the terms of this entire clause in every subcontract or purchase order in excess of $10,000 unless exempted by applicable rules, regulations, or orders of the
United States Secretary of Labor. The Contractor shall act to enforce the terms of this paragraph C, including action for noncompliance.

D. If the Contractor is found not to be in compliance with all the requirements set forth in this clause during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies or to face termination of this Agreement.

21. **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.

22. **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.

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

   B. The Contractor receiving state or federal funds from the Agency shall comply, if applicable, with auditing requirements under the Single audit Act (31 USC, Section 7501, et seq.) and the New Mexico State auditor’s rules and regulations. If the Contractor is determined to be a sub-recipient and not a vendor under the federal Single Audit Act, the Contractor shall comply with the audit requirements of the Single Audit Act. The Contractor shall also comply, as applicable, with requirements of all other federal laws, executive orders, regulations and policies governing the program(s) associated with this Agreement. In addition, as applicable, the Contractor shall comply with the Office of Management and Budget (OMB) Circulars, such as A-21, A-87, A-102, A-110, A-122 and A-133.

   C. If the Contractor receives more than $100,000 under this Agreement or more than $100,000 in any fiscal year, from the Agency, the Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

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

A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property acquired by the Agency, including acquisition through a lease-purchase Contract, the cost of which the Contractor is to be reimbursed as a direct item of cost under this Contract, shall immediately vest in the Agency upon delivery of such property to the Contractor. Title to other property, the costs of which is to be reimbursed to the Contractor under this Agreement, shall immediately vest in the Agency upon 1) issuance for use of such property in the performance of this Agreement or 2) use of such property in the performance of this Agreement or 3) reimbursement of the cost thereof by the Agency, whichever first occurs.

B. Title to the Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. The Contractor shall maintain a property inventory and administer a program of maintenance, repair and protection of Agency property so as to assure its full availability and usefulness for performance under this Agreement. In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this Agreement, it shall use the proceeds to repair or replace the Agency property.

25. **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.

26. **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/.

27. **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.

28. **Debarment and Suspension and Other Responsibility Matters.**

   A. Contractor certifies by signing this Agreement, that Contractor and Contractor’s Principals, if applicable, to the best of Contractor’s knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated above in this Paragraph; and, (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public
Agreements or transactions (Federal, State or local) terminated for cause or default. If applicable, Contractor certifies that it and its principals have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a.

B. For the purpose of the certification in paragraph A of this provision, “Principals” means officers, directors, owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

B. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph A of this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

C. Contractor’s certification in paragraph A of this provision is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor’s certification in paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s certification in paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.

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

29. **Restrictions on Lobbying:**

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

30. **Drug-Free Workplace**

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

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s
workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about—
   1. The dangers of drug abuse in the workplace;
   2. The Contractor’s policy of maintaining a drug-free workplace;
   3. Any available drug counseling, rehabilitation and employee assistance programs, and
   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of this Agreement be given a copy of the statement required by Paragraph (A);

D. Notifying the employee in the statement required by Paragraph (A) that, as a condition of employment for performance under this Agreement, the employee will—
   1. Abide by the terms of the statement; and
   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after each conviction;

E. Notifying the Agency within ten (10) calendar days after receiving notice under Subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under Subparagraph (d)(2), with respect to any employee who is so convicted—
   1. Imposing appropriate personnel action against such an employee, or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

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

H. For the purpose of this provision:
   1. “Controlled substance” means a controlled substance in schedules 1 through V of section 202 of the Controlled Substances Act (21 USC 812) and as further defined in regulation at 21 CFR 1308.11 -1308.15.
   2. “Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
   3. “Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
   4. “Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
   5. “Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct
cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means a Contractor that has no more than one employee including the Contractor.

31. **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.

32. **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.

33. **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:**
    Name
    Address
    Email

    **To the Contractor:**
    Name
    Address
    Email

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

34. **Project Manager**
    The Agency Project Manager for this Agreement is:
    Name (or his/her successor)
    Address
Telephone number

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

35. **Licensure**

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

36. **Liability Insurance**

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

37. **Political Activity**

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

38. **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.

39. **Business Days**

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

40. **Calendar Days**

   For the purpose of this Agreement “calendar days” is intended where “business days” is not otherwise specified. “Calendar days” does include weekends, State approved holidays and days the Agency is closed for a partial or whole day. Any calendar due date that falls on a weekend, State approved holiday or a day that the Agency is closed for the whole day shall be extended to the next calendar day that the Agency is open for a partial or a whole day.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below.

By: _____________________________________________ Date:___________
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 2
CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING
FOR AGREEMENTS GREATER THAN $100,000 IN THE AGGREGATE, INCLUDING
ALL AMENDMENTS

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

Contract No. __________________

Contract Name:_____________________________________

Proposal No. RFP #15-0004

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

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

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

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

C. Offeror/Contractor shall require that the language in this Attachment 1 be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
Offeror’s/Contractor’s certification to all of the content in this Attachment 1 is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. The Offeror’s/Contractor’s certification of the material in this Attachment 1 is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_______________________________________   ________________________________
Signature of Offeror                                                  Printed name of Offeror
Title:_______________________________                     Date:______________

_______________________________________   ________________________________
Signature of Contractor                                             Printed name of Contractor
Title:_______________________________                     Date:______________

Page 45
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g., “RFP-DE-90-0001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b.) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

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

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

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td>For material change only:</td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td>Year _______ quarter _______</td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td>Date of last report___________</td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>____ Prime _____ Subawardee</td>
<td></td>
</tr>
<tr>
<td>Tier______, if Known:</td>
<td></td>
</tr>
<tr>
<td>Congressional District, if known:</td>
<td>Congressional District, if known:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Federal Department/Agency:</td>
<td>7. Federal Program Name/Description:</td>
</tr>
<tr>
<td></td>
<td>CFDA Number, if applicable: __________________</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Federal Action Number, if known:</td>
<td>9. Award Amount, if known:</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</th>
<th>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature: ____________________________**

Print Name: ______

Title: _____

Telephone No.: ____________ Date: _______

Authorized for Local Reproduction

Standard Form - LLL (Rev. 7-97)
ATTACHMENT 3

SSA CONFIDENTIALITY REQUIREMENTS

STATE OF NEW MEXICO
DIVISION OF VOCATIONAL REHABILITATION

The Offeror hereby agrees that if awarded a contract under RFP #15-0004 to adhere to all SSA confidentiality requirements, as presented below:

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

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

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

A. Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor’s duties under this contract.

B. Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate the terms of Section 1106 of the Social Security Act and the Privacy Act, 5 U.S.C. 552a and subject the Contractor to penalties.

________________________________________   __________________________
*Signature                              Date

________________________________________
Title

*Required: All areas must be completed or marked “not applicable” (N/A) along with a signature and date.
ATTACHMENT 4
OFFEROR INFORMATION DATA SHEET

Offeror Name __________________________________________

* Contact Person __________________________________________
E-mail Address __________________________________________
Day Telephone Number ________________________________

* Emergency Telephone Number _____________________________

* Valid Street Address _____________________________________
Mailing Address __________________________________________
________________________________________________________

City ___________________ State _________________ Zip ________

NM Gross Receipts Tax Number
(11 digits)

________________________
New Mexico Vendor Number

*Signature ______________________________________________

* Required: All areas must be completed or marked “not applicable” (N/A) along with a signature and date.
ATTACHMENT 5

CHECKLIST OF MANDATORY ITEMS

1. Credentials, training, experience
   __________ New Mexico License(s) and/or Certification(s)
   __________ Resume

2. Understanding of Objective
   __________ Cover Letter
   __________ Background statement

3. Knowledge and expertise
   __________ Past performance information
   __________ References

4. Availability
   __________ Notice of Availability Form

5. *Attachments
   __________ #1 – Draft Contract
   __________ #2 & #2a: Lobbying Activities
   __________ #3 – Confidentiality Requirements
   __________ #4 – OFFEROR Information Data Sheet
   __________ #5 – Checklist of Mandatory Items
   __________ #6 – Acknowledgement of receipt form – RFP
   __________ #7 – Campaign Contribution Disclosure form
   __________ #8 – Acknowledgement of NM Employee Pay Equity Reporting (and appropriate forms)
   __________ #9 – Acknowledgement of Receipt Form - DRAFT Contract Review
   __________ #10 – Professional Practice Questions
   __________ #11 – Notice of Availability
   __________ #12 – Drug Free Workplace
   __________ #13 – Debarment and Suspension and Other Responsibility Matters
   __________ #14 – Certification regarding Responsibility Matters

PROPOSALS must be clearly marked -- RFP #15-0004 – “Medical/Psychiatric and Psychological Assessment and Consultant Services” in the lower left hand corner.
This checklist is included to assist those preparing the proposal and to help insure the proposal is responsive and can be considered for evaluation. *All of the above items must be included and failure to complete and return the forms will result in disqualification. A complete proposal package must be submitted for the proposal to be considered.*
ACKNOWLEDGEMENT OF RECEIPT FORM - RFP #15-0004

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy. The acknowledgement of receipt should be signed and returned to the NMDVR Procurement Manager according to Section II, A, Sequence of Events. 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 NMDVR written responses to those questions as well as RFP amendments, if any are issued.

FIRM: ________________________________________________________________

REPRESENTED BY: _____________________________________________________

TITLE: ___________________________ TELEPHONE #: ________________

FAX: ________________________________

E-MAIL____________________________

ADDRESS: __________________________________________________________

CITY: ____________________________ STATE: ________ ZIP CODE: _______

*SIGNATURE: ____________________________

DATE: ______________

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

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

* Required: All areas must be completed or marked “not applicable” (N/A) along with a signature and date.
ATTACHMENT 7

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 1978, Sections 13-1-28, et seq., and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

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

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

The following definitions apply:

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _______________________________________________________

Relation to Prospective Contractor: __________________________________________

Date Contribution(s) Made: ________________________________________________

Amount(s) of Contribution(s) _____________________________________________

Nature of Contribution(s) _________________________________________________

Purpose of Contribution(s) ________________________________________________

(Attach extra pages if necessary)
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) ________________________

--OR--

* Signature ____________________________ Date ____________________________
Title (Position) ________________________

* Required: All areas must be completed or marked “not applicable” (N/A) along with a signature and date.
ATTACHMENT 8

ACKNOWLEDGEMENT OF NEW MEXICO EMPLOYEE PAY EQUITY REPORTING

Effective July 1, 2010, businesses seeking new contracts with any Executive Branch state agency will be required to comply with the requirements of Executive Order 2009-049, to aid in identifying and combating pay inequity and job segregation in the State of New Mexico, as a condition of being awarded a contract. Background, compliance information and quick links to key documents, may be obtained from the New Mexico General Services Department, State Purchasing Division website following the link below http://www.generalservices.state.nm.us/spd/pay_e.html.

In acknowledgement of the New Mexico Employee Pay Equity Reporting is required for this Request for Proposal and the undersigned agrees that he/she has reviewed the required information and included the appropriate forms in their proposal. The acknowledgement of receipt shall be signed and returned and submitted with your proposal.

FIRM: ____________________________________________________________

REPRESENTED BY: ________________________________________________

TITLE: ___________________________ TELEPHONE #: __________________

FAX: _________________________________

E-MAIL___________________________________

ADDRESS: _______________________________________________________

CITY: _______________________ STATE: ________ ZIP CODE: _____________

*SIGNATURE: ___________________________________

DATE: _______________

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

* Required: All areas must be completed or marked “not applicable” (N/A) along with a signature and date.
ACKNOWLEDGEMENT OF RECEIPT FORM
DRAFT CONTRACT REVIEW

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that the undersigned has reviewed the **DRAFT Contract** (Attachment #1) of this RFP. The acknowledgement of receipt shall be signed and returned with the Offeror’s Proposal.

FIRM: ______________________________________________________________

REPRESENTED BY: ________________________________________________

TITLE: ___________________________ TELEPHONE #: _________________

FAX: ________________________________

E-MAIL____________________________

ADDRESS: _______________________________________________________

CITY: _______________________ STATE: ________ ZIP CODE: ______

*SIGNATURE: __________________________

DATE: ________________

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

* Required: All areas must be completed or marked “not applicable” (N/A) along with a signature and date.
ATTACHMENT 10

PROFESSIONAL PRACTICE QUESTIONS

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

1. Have you ever been denied membership or renewal thereof, or been subject to disciplinary action in any professional organization? If yes, provide details.

2. Have you ever been arrested? If so explain the circumstance, regardless of the outcome (i.e. expunged, dismissed, sealed, and vacated).

3. Have you ever been named as a defendant in any criminal proceedings? If yes, provide details.

4. Have you ever been subject to investigation by a governmental entity or Board that either could have resulted or did result in licensure sanction or other adverse actions, irrespective of the outcome? If yes, provide details.

5. Have you ever been named in any formal requests for corrective actions filed by any healthcare entity where you have had an appointment (a request that could result in either formal or informal proceedings)? If yes, provide details.

6. Has your application for licensure or license to practice in any jurisdiction ever been investigated, voluntarily or involuntarily limited, suspended, revoked, surrendered or denied?

7. Are any currently held licenses pending investigation or being challenged? If yes, provide details.
8. Have you ever been notified to appear before any licensing agency for a hearing or complaint of any nature? If yes, provide details.

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

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

*SIGNATURE: _______________________________________

DATE: ________________

* Required: All areas must be completed or marked “not applicable” (N/A) along with a signature and date.
ATTACHMENT 11

NOTICE OF AVAILABILITY

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

<table>
<thead>
<tr>
<th>Day of Week</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
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<tr>
<td>Thursday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Friday</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Hours per Week ______

Total Hours per Month ______

______________________________
*Signature                      Date

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

* Required: All areas must be completed or marked “not applicable” (N/A) along with a signature and date.
ATTACHMENT 12

DRUG FREE WORKPLACE

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

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Offeror’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about—
   1. The dangers of drug abuse in the workplace;
   2. The Offeror’s policy of maintaining a drug-free workplace;
   3. Any available drug counseling, rehabilitation and employee assistance programs, and
   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of this Agreement be given a copy of the statement required by Paragraph (A);

D. Notifying the employee in the statement required by Paragraph (A) that, as a condition of employment for performance under this Agreement, the employee will—
   1. Abide by the terms of the statement; and
   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after each conviction;

E. Notifying the Agency within ten (10) calendar days after receiving notice under Subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under Subparagraph (d)(2), with respect to any employee who is so convicted—
   1. Imposing appropriate personnel action against such an employee, or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

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

1. “Controlled substance” means a controlled substance in schedules 1 through V of section 202 of the Controlled Substances Act (21 USC 812) and as further defined in regulation at 21 CFR 1308.11 -1308.15.

2. “Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

3. “Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

4. “Drug-free workplace” means the site(s) for the performance of work done by the Offeror in connection with a specific contract where employees of the Offeror are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

5. “Employee” means an employee of an Offeror directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Offeror employee who has other than a minimal impact or involvement in contract performance.

6. “Individual” means an Offeror that has no more than one employee including the Offeror.

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

_________________________________________ Date
Offeror’s Signature

_________________________________________ Date
Offeror’s Printed Name
ATTACHMENT 13

DEBARMENT and SUSPENSION and OTHER RESPONSIBILITY MATTERS

A. Offeror certifies by signing this Attachment, that Offeror and Offeror’s Principals, if applicable, to the best of Offeror’s knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated above in this Paragraph; and, (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public Agreements or transactions (Federal, State or local) terminated for cause or default. If applicable, Offeror certifies that it and its principals have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a.

B. For the purpose of the certification in paragraph A of this provision, “Principals” means officers, directors, owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

C. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph A of this provision. The knowledge and information of the Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

D. Offeror’s certification in paragraph A of this provision is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. Offeror shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Offeror learns that Offeror’s certification in paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that Offeror’s certification in paragraph A was erroneous on the effective date of this Agreement or has become erroneus by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.
E. Offeror shall require each proposed first-tier sub-Offeror whose subcontract will equal or exceed $25,000, to disclose to the Agency whether as of the time of award of the subcontract, the sub-Offeror, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. Offeror shall make such disclosures available to the Agency. If the sub-Offeror, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the sub-Offeror.

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

_________________________________                           _____________________________  
Offeror Signature                                                        Date

_________________________________                           ______________________________  
Offeror Printed Name                                                      Date
ATTACHMENT 14

ACKNOWLEDGEMENT OF RECEIPT FORM
Certification regarding Responsibility Matters

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

*Required: A signature and date.

_________________________________                           _____________________________
Offeror Signature                                                                   Date

_________________________________                           ______________________________
Offeror Printed Name                                                                Date