

HEALTH CARE AUTHORITY

REQUEST FOR PROPOSALS (RFP)

**Center for Rural Health Sustainability & Innovation
(CRHSI)**



**HEALTH CARE
A U T H O R I T Y**

RFP# 27-630-1000-0003

RFP Release Date: May 7, 2026

Proposal Due Date: June 4, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

Table of Contents

I. INTRODUCTION	1
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	1
B. BACKGROUND INFORMATION	2
C. SCOPE OF PROCUREMENT	3
D. PROCUREMENT MANAGER	4
E. PROPOSAL SUBMISSION	5
F. DEFINITION OF TERMINOLOGY	5
G. PROCUREMENT LIBRARY	8
II. CONDITIONS GOVERNING THE PROCUREMENT	10
A. SEQUENCE OF EVENTS	10
B. EXPLANATION OF EVENTS	10
1. Issue RFP	10
2. Pre-Proposal Conference	10
3. Deadline to Submit Written Questions	11
4. Response to Written Questions	11
5. Submission of Proposal	11
6. Proposal Evaluation	12
7. Selection of Finalists	12
8. Oral Presentations	12
9. Best and Final Offers	13
10. Finalize Contractual Agreements	13
11. Contract Awards	13
12. Protest Deadline	13
C. GENERAL REQUIREMENTS	14
1. Acceptance of Conditions Governing the Procurement	14
2. Incurring Cost	14
3. Use of Previously Acquired Information	14
4. Prime Contractor Responsibility	14
5. Subcontractors/Consent	14
6. Amended Proposals	14
7. Offeror’s Rights to Withdraw Proposal	15
8. Proposal Offer Firm	15
9. Disclosure of Proposal Contents	15
10. No Obligation	15
11. Termination	16
12. Sufficient Appropriation	16
13. Legal Review	16
14. Governing Law	16
15. Basis for Proposal	16
16. Contract Terms and Conditions	16
17. Offeror’s Terms and Conditions	17
18. Contract Deviations	17
19. Offeror Qualifications	17
20. Right to Waive Minor Irregularities	17
21. Change in Contractor Representatives	18
22. Notice of Penalties	18

23.	<i>Agency Rights</i>	18
24.	<i>Right to Publish</i>	18
25.	<i>Ownership of Proposals</i>	18
26.	<i>Confidentiality</i>	18
27.	<i>Electronic mail address required</i>	18
28.	<i>Use of Electronic Versions of this RFP</i>	19
29.	<i>New Mexico Employees Health Coverage</i>	19
30.	<i>Campaign Contribution Disclosure Form</i>	19
31.	<i>Letter of Transmittal</i>	19
32.	<i>Disclosure Regarding Responsibility</i>	20
33.	<i>New Mexico/Native American Resident Preferences</i>	22
III. RESPONSE FORMAT AND ORGANIZATION		22
A.	NUMBER OF RESPONSES	22
B.	PROPOSAL CONTENT ORGANIZATION	22
C.	PROPOSAL CONTENT DETAIL	23
	<i>Initial Information (Form 1 in Submittable)</i>	23
	<i>Proposal Content (Form 2 in Submittable)</i>	24
IV. SPECIFICATIONS		34
A.	DETAILED SCOPE OF WORK (SOW)	34
V. EVALUATION		34
A.	EVALUATION POINT SUMMARY	34
B.	EVALUATION FACTORS	35
1.	<i>D. Business Specifications (Pass/Fail)</i>	35
2.	<i>B.1 Organizational Experience (50 points)</i>	36
3.	<i>B.2 Organizational References (50 points)</i>	36
4.	<i>B.3 Questionnaire Specifications (450 points)</i>	36
5.	<i>C. Workplan (100 points)</i>	36
6.	<i>D. Cost Proposal (300 points)</i>	37
7.	<i>E. Oral Presentation (50 points, if Evaluation Committee elects to conduct)</i>	37
8.	<i>F. New Mexico/Native American Resident Preferences (180 points in addition to 1,000 point total)</i>	37
C.	EVALUATION PROCESS	37
	<i>Phase 3: Review and Scoring of Cost</i>	38
APPENDIX A: CAMPAIGN CONTRIBUTION DISCLOSURE FORM		40
APPENDIX B: STANDARD CONTRACT TERMS AND CONDITIONS		43
APPENDIX C: LETTER OF TRANSMITTAL FORM		52
APPENDIX D: ORGANIZATIONAL REFERENCE QUESTIONNAIRE		53
APPENDIX E: SCOPE OF WORK		1
2.	REQUIRED SERVICES	2
	<i>2.1 Strategic Technical Assistance</i>	2
	<i>2.2 Operational Technical Assistance</i>	2
	<i>2.3 Provider Education and Learning Collaboratives</i>	4
	<i>2.4 Data Analytics Platform Access and Support</i>	5
	<i>2.5 Policy Advocacy Support</i>	5
	<i>2.6 Guardrails and Equity Requirements</i>	5
	<i>2.7 Provider Incentives and Outcome Metrics</i>	6
3.	ADDITIONAL REQUIREMENTS.....	7
	<i>3.1 Contractor Deliverables</i>	7

3.2 Performance Monitoring and Reporting	7
3.3 Contractor Qualifications	7
4. PERFORMANCE STANDARDS AND COMPLIANCE	8
4.1 Performance Standard	8
4.2 Penalties.....	8
4.3 Corrective Action Plan	8
4.4 Notice of Non-Compliance	8
4.5 Monetary Penalties.....	8
4.6	9
4.7 Termination.....	10
5. INTERNAL CONTROL DOCUMENTATION	10
6. DATA SECURITY AND CONFIDENTIALITY.....	10

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Health Care Authority (HCA) is issuing this Request for Proposals (RFP) to solicit competitive, sealed proposals from qualified Offerors to establish and operate the Center for Rural Health Sustainability & Innovation (CRHSI) in support of the Rural Health Transformation (RHT) Program, beginning as early as August 1, 2026. CRHSI will serve as the State's centralized technical assistance and sustainability entity responsible for supporting rural health care providers, strengthening system performance, and advancing long-term financial and operational sustainability across rural, frontier, and tribal communities in New Mexico. The selected Contractor will design, implement, and manage CRHSI in alignment with the HCA direction and federal RHT Program requirements.

Services provided under this procurement and implementation of CRHSI will support New Mexico's federally funded Bridge to Resilience initiative, a core implementation component of the RHT Program authorized through federal legislation and administered by the Centers for Medicare & Medicaid Services (CMS). Funding for program implementation is contingent upon compliance with federal and state requirements, performance expectations, and reporting obligations established by CMS and HCA.

HCA intends to award a contract to a single entity that will serve as the primary contractor and single point of responsibility for all services provided under the resulting contract. Contractor may utilize subcontractors to perform portions of the work; however, Contractor shall remain fully responsible for the performance, compliance, and deliverables of all subcontractors. HCA reserves the right to approve all subcontractors.

HCA reserves the right, in its sole discretion, to make one award, multiple awards, or no award under this RFP. Nothing in this RFP shall be construed as a guarantee of work, a guarantee of funding volume, or a commitment by HCA to implement the Scope of Work. HCA retains authority over program policy, eligibility, scope, phasing, and funding decisions, and any contractor shall perform services in accordance with HCA direction and applicable law. HCA may implement any awarded services in phases and/or in a sequence determined by HCA, including beginning in State Fiscal Year 2027 (SFY27) or later, based on available funding, program readiness, interagency coordination, operational considerations, and other State priorities.

Additional details about CRHSI are provided in Section I.B., Background Information. This RFP sets forth HCA's process for soliciting, evaluating, and scoring proposals, and for selecting one or more Offerors to provide the scope of work identified in this RFP and comply with the terms of the attached Standard Contract Terms and Conditions.

This document can be accessed electronically in the [RFP procurement library](#) and is also available through Submittable, at [HCA's RHT Program Procurement Portal](#).

B. BACKGROUND INFORMATION

The New Mexico Health Care Authority (HCA) administers the Rural Health Transformation (RHT) Program, authorized under H.R. 1, Public Law 119-21, Section 71401. New Mexico's Rural Health Transformation Program is structured around five core initiatives:

1. **Healthy Horizons** – Expand specialty care, maternal health, chronic disease management, and digital health access
2. **Rooted in New Mexico** – Build and retain a rural health workforce pipeline
3. **Rural Health Innovation Fund** – Fund community-driven rural health solutions
4. **Bridge to Resilience** – Provide technical assistance services and sustainability support to rural providers
5. **Rural Health Data Hub** – Strengthen analytics, transparency, and predictive planning

Rural, frontier, and tribal health care providers in New Mexico face significant and compounding challenges, including declining population in many rural counties, limited workforce availability, high reliance on public payers, rising operating costs, and limited access to specialized operational expertise. Many rural providers operate with thin or negative margins and face ongoing risk of financial distress or closure. These challenges threaten sustained access to care for rural residents and exacerbate health disparities.¹

The Bridge to Resilience initiative responds directly to these conditions by creating CRHSI, a centralized mechanism to provide targeted, coordinated support to rural providers at risk and help providers operate more effectively and achieve sustainable operations. This initiative supports the State's overarching goals of stabilizing and sustaining rural health care providers and supports CMS's sustainable access goal. Broadly, this initiative aims to improve access, drive better health outcomes, support stronger providers, and build a future where all rural New Mexicans thrive. Specifically, through its provider-facing responsibilities, CRHSI aims to achieve the following:

- Stabilize rural health care delivery systems;
- Strengthen financial stability and operational efficiency of rural hospitals;
- Build long-term regional partnerships among rural, frontier, and tribal providers; and,
- Prevent avoidable rural facility closures.

The Contractor selected through this procurement will design, implement, and manage the CRHSI in alignment with HCA direction and federal Rural Health Transformation Program requirements. The Contractor must provide subject matter expertise and operational support to deploy high-impact technical assistance services that strengthen rural health system sustainability and performance.

This project is supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$211,484,740.89 with 100 percent funded by CMS/HHS. The contents are those of the author(s)

¹ Rural Information Hub. New Mexico State Profile. Available Online: <https://www.ruralhealthinfo.org/states/new-mexico>

and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government.

C. SCOPE OF PROCUREMENT

HCA is seeking one or more Contractor(s) to deliver CRHSI described in this RFP and set forth in Section IV.A., and Detailed Scope of Work (Appendix E).

HCA serves as the lead agency responsible for governance, strategic oversight, allocation of funds, and federal compliance.

The term of any contract(s) awarded under this RFP shall be determined at the discretion of HCA, may begin as early as August 1, 2026, and may include optional extensions, as set forth in the final contract(s) for a term of up to five (5) years. HCA provides a brief overview of the services sought below, with additional detail provided in Section I.B. (Background Information) and Section IV.A. (Detailed Scope of Work).

HCA reserves the right to implement any awarded CRHSI Operator in phases and/or in a sequence determined by HCA, including in State Fiscal Year 2027 (SFY27) or later, based on funding, program readiness, interagency coordination, operational considerations, and other State priorities.

Operator's Role and Core CRHSI Functions

The Contractor selected through this procurement shall serve as the Operator of the Center for Rural Health Sustainability & Innovation (CRHSI) and shall function as the State's centralized technical assistance and implementation entity for the Bridge to Resilience initiative within the Rural Health Transformation (RHT) Program.

The Operator shall be responsible for designing, implementing, managing, and continuously improving the operations of the CRHSI in alignment with direction from the HCA and applicable law. The Operator shall serve as the single point of responsibility and accountability for delivery of all services provided through the CRHSI, including services delivered by subcontractors or partner organizations.

The Contractor shall perform the following core functions in its role as CRHSI Operator:

- **Strategic Technical Assistance:** provide strategic technical assistance (TA) to strengthen rural health system sustainability through partnerships, affiliations, and shared service models.
- **Operational Technical Assistance:** provide direct operational support to eligible rural providers through subject matter experts in key functional areas.
- **Provider Education and Learning Collaboratives:** develop and facilitate provider education programming and learning collaboratives designed specifically for rural health care providers.

- **Data Analytics Platform Access and Support:** coordinate with the State’s Rural Health Data Hub (Initiative #5) to provide CRHSI participants with access to data analytics tools and rural community profiles.
- **Policy Advocacy Support:** support the HCA in advancing Rural Health Transformation policy commitments.
- **Guardrails and Equity Requirements:** establish participation criteria, ensure designated use, track and report utilization, and promote equitable access.
- **Provider Incentives and Outcome Metrics:** incentivize provider engagement through direct payments tied to achievement of specified outcome metrics.

Administrative Services Organization (ASO) functions related to payment processing, claims administration, or fiscal pass-through activities are **not within this scope** of services for the CRHSI, unless specifically authorized by HCA through written direction or future contract modification. Examples of functions not included in the CRHSI Operator role include:

- Payment processing or claims adjudication
- Direct fiscal disbursement of program funds
- Provider reimbursement administration
- Financial pass-through services
- Grant payment management

The CRHSI Operator may provide technical assistance, coordination, or documentation support related to program administration; however, the Operator shall not function as a fiscal intermediary unless directed by HCA.

D. PROCUREMENT MANAGER

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

Name: Nikki Swope, Procurement Manager
 Telephone: (505) 623-1122
 Email: nikki.swope@hca.nm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of HCA.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **ONLY** **protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via the HCA's electronic submission portal, Submittable. Refer to Section III.B.1 for instructions.

F. DEFINITION OF TERMINOLOGY

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

1. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Center for Rural Health Sustainability & Innovation (CRHSI)**” is the statewide technical assistance and implementation entity established under the Bridge to Resilience initiative within the Rural Health Transformation (RHT) Program. The CRHSI provides coordinated technical assistance, education, partnership development, and operational support to strengthen rural provider sustainability.
5. “**CRHSI Operator**” is the Contractor selected through this procurement to design, implement, manage, and operate the Center for Rural Health Sustainability & Innovation and is responsible for delivering services, managing subcontractors, and ensuring compliance with State and federal requirements.
6. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
7. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
8. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
9. “**Contractor**” means any business having a contract with a state agency or local public body.

10. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
11. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
12. “**Electronic Submission**” means a successful submittal of Offeror’s proposal in the designated system.
13. “**Electronic Version/Copy**” means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.
14. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
15. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
16. “**Federal Rural Health Transformation Program (RHT Program / RHTP)**”: A Centers for Medicare & Medicaid Services (CMS) program authorized under H.R. 1 (Public Law 119-21), Section 71401, that provides up to \$50 billion nationally over five federal fiscal years (FY 2026–FY 2030) (i.e., up to \$10 billion per year) to approved states to implement CMS-approved rural health transformation plans intended to strengthen rural health care such as improving access, quality, equity, workforce capacity, and long-term sustainability of rural health services.
17. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
18. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
19. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
20. “**IT**” means Information Technology.
21. “**Mandatory**” – the terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.

22. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
23. “**Multiple Source Award**” means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
24. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
25. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
26. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
27. “**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
28. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
29. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
30. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
31. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
32. “**Responsive Offer**” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

33. **“Rural”** means the Health Resources and Services Administration (HRSA) definition of rural, which applies to at least one census tract in each of New Mexico’s 33 counties. We further acknowledge the importance of our frontier and remote areas and the significance of the State’s 23 sovereign tribes, nations, and pueblos, each of which contributes significantly to our rural and frontier communities.
34. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded into HCA’s electronic procurement portal Submittable prior to the submission deadline stated in the RFP.
35. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
36. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
37. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
38. **“State (the State)”** means the State of New Mexico.
39. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
40. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
41. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc.

Other relevant links:

[HCA Rural Health Transformation Program](#)

[CMS Rural Health Transformation Program](#)

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	HCA	May 7, 2026
2. Pre-Proposal Conference	Agency	May 18, 2026
3. Deadline to submit Written Questions	Potential Offerors	May 20, 2026
4. Response to Written Questions	Procurement Manager	May 22, 2026
5. Submission of Proposal	Potential Offerors	June 4, 2026
6.* Proposal Evaluation	Evaluation Committee	June 5 – June 17, 2026
7.* Selection of Finalists	Evaluation Committee	June 15, 2026
8.* Oral Presentation(s) (if held)	Finalist Offerors	June 22, 2026
9.* Best and Final Offers	Finalist Offerors	June 23, 2026
10.* Finalize Contractual Agreements	Agency/Finalist Offerors	June 24 – June 29, 2026
11.* Contract Awards	Agency/ Finalist Offerors	June 30, 2026
12.* Protest Deadline	HCA	July 16, 2026

* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Health Care Authority May 7, 2026.

2. Pre-Proposal Conference

A pre-proposal conference may be held as indicated in Section II.A, Sequence of Events, beginning at 2:00 pm MST/MDT on May 18, 2026 via Microsoft Teams.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/250290402990098?p=zKQDmJEgUaZR3qdAsD>
Meeting ID: 250 290 402 990 098
Passcode: sf3Wr7kd

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

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

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 pm MST/MDT on May 20, as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted Form 1 “Initial Information” (Section II.B.2).

The Questions and Answers will be posted to:

[New Mexico Health Care Authority | Submittable](#)

[Open RFPs | New Mexico Health Care Authority](#)

5. Submission of Proposal

At this time, only **electronic** proposal submission is allowed using the designated portal. **Do not** submit hard copies until further notice.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror submits their proposal via Submittable.

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

Proposals must be submitted electronically through HCA's electronic procurement system, Submittable. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means other than through HCA's electronic procurement portal, ***will not*** be accepted.

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

6. Proposal Evaluation

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

7. Selection of Finalists

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

8. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc.). The Agency will provide Finalist Offerors with an agenda and applicable details; including an invitation to the event. **Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.**

9. Best and Final Offers

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

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

12. Protest Deadline

Any protest by an Offeror must be submitted timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Robert James Booth II, Deputy General Counsel
New Mexico Health Authority Office of General Counsel
1474 Rodeo Rd.
Santa Fe, New Mexico 87505

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX C.

2. Incurring Cost

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

3. Use of Previously Acquired Information

Offerors shall not use any non-public or confidential information obtained through prior work with the New Mexico Health Care Authority (HCA), or its agents, to gain an unfair competitive advantage in the preparation of their proposal.

4. Prime Contractor Responsibility

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

The Contractor shall operate under the direction and authority of the HCA and RHT Program Management Office (PMO). Final decision-making authority for program scope, funding, performance expectations, and approval of deliverables remains with HCA.

The Contractor shall collaborate with the PMO in accordance with governance structures, decision-making protocols, and escalation pathways as defined by HCA. Additional guidance on roles, responsibilities, and coordination processes will be provided and may be updated throughout the term of the contract.

5. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

6. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted

proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

7. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

8. Proposal Offer Firm

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

9. Disclosure of Proposal Contents

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

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.A.1.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

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

10. No Obligation

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

11. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

12. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

13. Legal Review

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

14. Governing Law

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

This work is governed by the Centers for Medicare & Medicaid Services (CMS) Rural Health Transformation (RHT) Program cooperative agreement, including all applicable Terms and Conditions, the Notice of Award (NOA), the Notice of Funding Opportunity (NOFO), and 2 CFR Part 200.

In the event of any conflict between the Scope of Work and federal requirements, the CMS cooperative agreement and associated federal guidance shall control.

15. Basis for Proposal

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

16. Contract Terms and Conditions

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

The Agency discourages exceptions from the contract terms and conditions as set forth in the Standard Contract Terms and Conditions. Such exceptions may cause a proposal to be rejected as non-responsive when, in the sole judgment of the Agency (and the Evaluation

Committee), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the Standard Contract Terms and Conditions (Appendix B) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

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

17. Offeror's Terms and Conditions

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

18. Contract Deviations

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

19. Offeror Qualifications

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

20. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.24. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the

same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives

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

22. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199 NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

23. Agency Rights

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

24. Right to Publish

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

25. Ownership of Proposals

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

26. Confidentiality

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

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

27. Electronic mail address required

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

28. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

29. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

30. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX A) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed unaltered form will result in Offeror's disqualification.**

31. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX C), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

- 1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);

2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V.B. Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal Form (Appendix C) will result in Offeror's disqualification.

32. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the

liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

33. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP ELECTRONIC SUBMISSION

1. **ONLY ELECTRONIC SUBMISSION VIA SUBMITTABLE**, can be accessed at:
<https://nmhca-rhnp.submittable.com/submit>
2. All vendors must register in Submittable to log in and submit requested information.

Proposals in response to this RFP must be submitted through the electronic procurement portal ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal as outlined below.

For technical support issues go to or visit the Resource Center or Customer Service at:
[Submitter Resource Center](#) or contact [Submittable Customer Support](#)

The ELECTRONIC proposal submission must be fully uploaded in the ASO Procurement Portal (Submittable) by the submission deadline in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

B. PROPOSAL CONTENT ORGANIZATION

All proposals must be submitted as follows:

Submission in Submittable will be organized as follows:

1. Initial Information (Form 1 in Submittable)

- I. Offeror Information

Proposal Content (Form 2 in Submittable)

- I. Signed Letter of Transmittal
- II. Proposal Summary (optional)
- III. Signed Campaign Contribution Disclosure Form (APPENDIX A)

- IV. Response to Contract Terms and Conditions (from Section II.C.15)
- V. Offeror's Additional Terms and Conditions (from Section II.C.16)
- VI. New Mexico/Native American Resident Preferences (if applicable)
- VII. Response to Specifications (except Cost information which shall be included ONLY in Cost Proposal)
 - i. Organizational Experience
 - ii. Organizational References
- VIII. Completed Cost Proposal
- IX. Completed Workplan
- X. Offeror Questionnaire
 - a. Complete all questions as listed in Submittable

*Within each section of the RFP must be thoroughly completed in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.***

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal.

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

C. PROPOSAL CONTENT DETAIL

Initial Information (Form 1 in Submittable)

- I. **Offeror Information**
 - (A) Business Name
 - (B) Mailing Address
 - (C) Federal EIN
 - (D) New Mexico BTIN
 - (E) Number of Employees
 - (F) Primary Contact Information
 - 1. Name
 - 2. Email Address
 - 3. Phone Number

Proposal Content (Form 2 in Submittable)

II. Signed Letter of Transmittal (Appendix D)

The form must be completed and must be signed by the person authorized to obligate the company. Failure to submit a signed form will result in the Offeror's disqualification

III. Proposal Summary (optional)

The proposal summary must be six hundred (600) words or less. It shall provide the Evaluation Committee with an overview of the technical and business features of the proposal. This material will not be used in the evaluation process but may be used in public notifications regarding the successful offeror's selection.

IV. Campaign Contribution Disclosure Form

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

V. Response to Department's Terms and Conditions (Appendix B)

The offeror shall explicitly indicate acceptance of the General Requirements (Section II.C) and the Contract Terms and Conditions (Appendix B). As provided in Section II.C.15, should the offeror object to any of the Agency's terms and conditions, as contained in Appendix B, the offeror must propose specific alternate language. The offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

VI. Offeror's Additional Terms and Conditions

Offerors must submit with the proposal a complete set in writing of any additional terms and conditions they request to have included in a contract negotiated with the Department.

VII. Reference Letters

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to identify the organizations that will provide a reference in the designated Application Portal. Business references identified in the application will receive a notification from HCA's Application Platform, Submittable, that provides the required form. The business reference, if it chooses to respond, is required to submit its response using the form provided **directly to Submittable by May 27, 2026**, at 3PM MST/MDT for inclusion in the evaluation process. The Questionnaire and information

provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

VIII. **New Mexico/Native American Resident Preferences**

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

IX. **Organizational Experience**

500 word limit for each response.

Offeror **must**:

- A) Provide a detailed description of relevant organizational experience with state government, federal programs, and the private sector in delivering technical assistance, operational support, program implementation, and/or sustainability services health care providers, facilities, or comparable programs.

Experience supporting rural health care providers, health systems, or community-based organizations is strongly preferred. Experience with federally funded programs, performance monitoring, program implementation, and compliance with State and federal requirements is also preferred. The experience of all proposed subcontractors must also be described.

The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge in auditing programs of similar size, scope, and complexity;

- B) Provide a detailed biography of all key personnel Offeror possesses to use in performance of the resulting contract, should Offeror be awarded. Key personnel are defined as individuals with primary responsibility for the planning, supervision, and execution of the work outlined in this RFP, including, but not limited to:

- Project Director or Manager
- Technical Assistance Lead
- Operations Manager
- Data or Performance Monitoring Lead
- Subject matter experts in rural health operations, health care finance, workforce development, or sustainability planning.

Each biography must include education, work experience, relevant/applicable certifications or licenses, and any other qualifications demonstrating the individual's capacity to perform the required work.

- C) Describe at least two project successes and one project challenge or failure related to the delivery of technical assistance, operational support, program implementation, or sustainability services. Include how each experience improved the Offeror’s services, operational practices, or service delivery model.

X. Completed Cost Proposal

Offerors shall submit a single, complete Cost Proposal reflecting the full and total cost of operating and delivering all services required under the CRHSI Scope of Work.

The Cost Proposal must reflect the Offeror’s comprehensive cost structure for establishing, implementing, and operating the CRHSI, including all personnel, subcontractors, systems, travel, and administrative costs necessary to perform the services described in this RFP. All costs must be clearly supported by staffing and resource assumptions and must demonstrate the Offeror’s ability to deliver services efficiently and sustainably over the contract period.

The Cost Proposal must:

- Reflect the full and complete cost of delivering all services described in the CRHSI Scope of Work
- Include all staffing, operational, administrative, technology, and subcontractor costs
- Clearly identify all assumptions used to calculate costs
- Demonstrate alignment between proposed services and resource allocation
- Be presented in sufficient detail to support evaluation of cost reasonableness and feasibility
- Costs must comply with the “Use of Funds” requirements outlined in Section 14 of the Centers for Medicare & Medicaid Services (CMS) Rural Health Transformation (RHT) Program Cooperative Agreement Terms and Conditions, available here: https://www.hca.nm.gov/wp-content/uploads/CMS_Cooperative-Agreement_RHT-Program.pdf

Costs may not be omitted, deferred, or assumed to be funded through external sources unless explicitly identified in the proposal.

The Cost Proposal Table, see below, is provided in the application as an example of the minimum a budget submission must include. Offerors may upload additional supporting documentation, if needed, using the designated file upload section in Submittable.

Cost Proposal					
Cost Category	Description of Activities	Staffing / Resource Assumptions	Unit / Hourly Cost	Quantity / FTE	Annual Cost

XI. Workplan

The Offeror shall submit a comprehensive Workplan describing how the Offeror will establish, implement, and operate the CRHSI throughout the contract period. Offerors shall complete the template and may supplement it with additional narrative or supporting documentation, if necessary.

The Workplan must demonstrate the Offeror’s ability to:

- Launch and operationalize the CRHSI in alignment with the Scope of Work
- Deliver required services and activities in a structured and timely manner
- Coordinate staff and resources across functional areas
- Maintain continuity of services throughout the contract term
- Monitor progress toward required deliverables and performance expectations

XII. Questionnaire Specifications

The Offeror must respond to the applicable questions below as part of its proposal to design, implement, and manage the CRHSI in accordance with the requirements of this RFP and the CRHSI Scope of Work.

1. Intake and Evaluation Support

Word Limit: 600 words per question

A. Describe the Offeror’s experience within the last five (5) years providing intake and initial review support for programs similar to the services required under the CRHSI Scope of Work. As applicable, include the Offeror’s approach to:

1. Conducting initial provider engagement and intake processes to identify operational, financial, workforce, and service delivery needs;
2. Performing baseline operational and financial assessments to determine readiness for technical assistance and implementation support
3. Prioritizing providers for services based on indicators of financial distress, service gaps, workforce challenges, or risk of service disruption;
4. Developing structured engagement plans that define scope, workplan, and expected outcomes for participating providers;
5. Ensuring services are targeted to rural, frontier, tribal, and underserved communities in alignment with program priorities; and
6. Establishing documentation standards to support transparent, consistent, and equitable intake and engagement processes.

B. Describe the Offeror’s approach to coordinating provider onboarding and service planning activities in collaboration with the HCA and participating providers. Include proposed capabilities (resources and systems) for:

- Scheduling and managing provider onboarding activities;

- Developing individualized technical assistance workplans based on provider needs and readiness;
- Coordinating subject matter experts and service delivery teams;
- Tracking provider participation and engagement status;
- Maintaining documentation of assessments, workplans, and engagement milestones; and
- Supporting communication and coordination between the HCA, providers, Tribes/Nations/Pueblos, and other partners.

C. Describe the Offeror’s approach to monitoring and reassessing provider needs throughout the course of technical assistance engagements. Describe:

1. Tools or methods used to reassess provider needs and adjust service delivery;
2. Indicators used to determine whether technical assistance activities are producing measurable improvements;
3. Processes for identifying providers requiring additional support, escalation, or modified engagement strategies;
4. Methods for documenting engagement progress, implementation milestones, and service outcomes; and
5. Processes for sharing engagement updates and progress summaries with HCA and other entities as directed.

2. Sustainability and Financial Viability Analysis

Word Limit: 1200 words

Describe the Offeror’s approach to assessing and strengthening the sustainability and financial viability of rural health care providers. Specifically demonstrate the Offeror’s ability to evaluate operational and financial conditions, identify risks to service continuity, and support providers in developing practical strategies to achieve long-term sustainability. Include experience over the last five (5) years performing sustainability and financial viability analysis for rural health care providers, hospitals, clinics, or comparable organizations.

3. Agreement Initiation and Execution Support

Word Limit: 1200 words per question

A. Describe the Offeror’s experience supporting the development and execution of agreements that establish technical assistance engagements, partnership arrangements, or collaborative service models. Include at least two (2) examples.

B. Describe the Offeror’s approach to tracking agreements and engagement activities from onboarding through close-out for participating providers and partners. Describe the Offeror’s approach to:

- Supporting the HCA in developing and maintaining scopes of work, workplans, deliverables, and required documentation for participating providers;
- Tracking engagement milestones, deliverables, and implementation progress;

- Monitoring timelines and key dates to ensure services are delivered within authorized periods;
- Maintaining organized documentation of agreements, engagement activities, and performance milestones;
- Coordinating updates and modifications to engagement plans as provider needs evolve; and
- Supporting structured close-out processes, including documentation of outcomes and sustainability planning.

4. Financial Monitoring, Incentive Tracking, and Program Accountability

Word Limit: 1200 words per question

A. Describe the Offeror's approach to supporting financial monitoring and validation of provider participation and performance outcome. Include processes and procedures to ensure:

- Validating provider participation and engagement activities associated with technical assistance services;
- Tracking progress toward defined outcome metrics (e.g., operating margin improvement, workforce retention, service sustainability);
- Ensuring accuracy and completeness of documentation supporting performance-based incentive eligibility;
- Identifying inconsistencies, anomalies, or discrepancies in reported performance or financial data;
- Supporting timely communication with the HCA regarding performance validation and program accountability; and
- Ensuring alignment with HCA requirements and applicable program guidelines.

B. Describe the Offeror's strategy for tracking and monitoring provider engagement activities, performance indicators, and program utilization across participating providers. Include documentation and records maintained to verify these processes.

C. Describe the Offeror's approach to collaboration with HCA (and other entities as directed) in developing policies and procedures for:

- Developing standardized performance measurement frameworks and reporting structures;
- Establishing data collection and documentation protocols;
- Designing dashboards and reporting tools to support program oversight and decision-making;
- Supporting reconciliation of performance data and program activity records;
- Responding to financial or performance inquiries from the HCA; and
- Supporting continuous improvement of reporting and monitoring processes.

5. Performance Monitoring

Word Limit: 600 words per question

A. Describe the strategies and processes the Offeror will use to monitor provider performance and program outcomes on a routine basis (e.g., monthly/quarterly/annual). At a minimum, the Offeror shall describe its approach to:

1. Monitoring compliance with agreement requirements, program rules, and applicable policies/procedures;
2. Conducting quality assurance activities, which may include sample audits, desk reviews, documentation reviews, file reviews, invoice and deliverable quality checks, and other monitoring methods to validate compliance and performance;
3. Providing technical assistance and corrective support to participating providers to address operational challenges and strengthen sustainability;
4. Identifying, tracking, and escalating issues and risks, including defining thresholds for escalation to the HCA; and,
5. Providing analysis and reporting of performance, including monitoring results, trends, findings, and recommended actions, with a proposed reporting cadence and sample report outputs (as applicable).

6. Risk Stratification, Portfolio-Level Oversight, Reporting and Data Analysis

Word Limit: 1200 words per question

A. Describe the Offeror's experience identifying and prioritizing providers or organizations at risk of operational disruption, financial instability, workforce shortages, or service reduction.

B. Describe the Offeror's strategies for monitoring performance across participating providers and identifying system-level trends affecting rural health sustainability. Include approach to:

- Detecting gaps in service coverage or access to care;
- Identifying implementation barriers affecting provider performance;
- Recognizing high-performing providers and documenting best practices;
- Analyzing performance data to identify improvement opportunities; and
- Providing program-level insights and recommendations to the HCA.

C. Describe the Offeror's approach to sharing performance and program data with the HCA and participating providers, including counties/local governments and Tribes/Nations/Pueblos where applicable.

7. Close-out, Documentation, and Sustainability Transition

Word Limit: 1200 words (excluding any additional, optional examples of close-out/readiness templates added as separate attachments)

A. Describe the Offeror's approach to closeout activities, as applicable, including closeout of (i) technical assistance engagements and participation relationships with providers, community organizations, counties/local governments, Tribes/Nations/Pueblos, regional entities, and (ii) the Offeror's contract with HCA at the end of the contract term or upon termination. At a minimum, include:

- Processes and timelines for working with participant providers or partners complete closeout requirements, including final documentation, records collection, and resolution of outstanding issues;
- Final accounting of services delivered, activities completed, and resources utilized, including how documentation will be validated and maintained;
- Methods for reconciling program records and resolving discrepancies in reported activities, performance data, or service utilization;
- Approach to assessing outcomes tied to technical assistance engagements and compiling final performance documentation, including validation of deliverables and sustainability planning outcomes;
- List and description of standardized closeout reports, checklists, and templates the Offeror would use (or develop) to ensure consistent closeout processes across participating providers and program activities; and
- Offeror's approach to closing out its own contract with the HCA, including transition planning (if applicable), transfer of records and data, final documentation and reporting, and knowledge transfer to the HCA and/or a successor contractor as directed.

8. Coordination, Systems and Customer Support

Word Limit: 600 words

A. Describe the Offeror's experience coordinating with governmental entities and community partners to provide systems, stakeholder engagement, communications, customer support, and process infrastructure across complex initiatives. Responses should reflect the Offeror's ability to support coordination among stakeholders that may include state agencies, counties/local governments, Tribes/Nations/Pueblos, providers, community organizations, and other partners, as applicable to the proposed Scope of Work. Include the Offeror's capabilities and approach to:

- Operating within designated systems and platforms as determined by the HCA (e.g., project management tools, document repositories, collaboration platforms), including maintaining clear workflows, version control, and transparent status tracking;
- Stakeholder landscape assessment and engagement planning, including environmental scans, stakeholder/asset mapping, identifying key decision-makers and affected parties, and developing engagement plans and communications cadences;
- Supporting convenings and collaborative activities, including scheduling meetings, preparing agendas and materials, documenting attendance and decisions, and maintaining action-item tracking;
- Establishing follow-through and accountability infrastructure, including tracking commitments, deadlines, and dependencies; issuing reminders; escalating risks/issues to the HCA; and ensuring timely follow-up with stakeholders;
- Developing communication and meeting materials, including drafting and packaging materials for convenings and stakeholder engagement (e.g., slide decks, one-pagers, agendas, summaries, FAQs), and supporting proactive communications such as provider alerts, stakeholder updates, newsletters, funding opportunity announcements, and other programmatic/policy communications;

- Providing customer service and stakeholder support, including intake processes, issue tracking, response standards, escalation pathways, and documentation of resolutions; and
- Maintaining standardized documentation, templates, and operational workflows to support consistent service delivery and continuous improvement.

9. Staffing and Organizational Structure

Upload Limit: Up to ten document uploads

A. Provide an organizational chart or diagram of the Offeror’s organizational structure to fulfill the requirements CRHSI. The organizational chart/diagram must present information clearly and concisely and, at a minimum:

- Show the key staff positions and roles responsible for delivering services under the CRHSI contract, including the Program Director and primary point(s) of contact for the HCA;
- Clearly indicate lines of reporting and accountability, including supervisory structure and escalation pathways;
- Identify core functional roles required to support CRHSI operations, including but not limited to:
 - provider engagement and readiness assessment;
 - sustainability and financial viability analysis;
 - technical assistance delivery and implementation support and coordination;
 - performance and data monitoring and reporting;
 - risk identification and program oversight; and
 - stakeholder coordination and communication.
- Identify the physical location of staff and functional/program areas (e.g., in-state/out-of-state; remote/on-site), and any proposed on-site presence, if applicable; and,
- Show the corporate structure and lines of responsibility and authority in the administration of the Offeror’s business relevant to performance of this contract.

Include a brief narrative description of the organizational structure to supplement the chart, including staffing support and capacity may scale or flex with statewide program implementation, as provider participation increases, and continuity of services over the contract term.

B. In addition to the organizational chart/diagram, the Offeror shall provide a **Staffing Table** covering all proposed roles under the CRHSI contract. The Staffing Table must

clearly identify proposed personnel (including key staff, management, and functional leads) and, at a minimum, include the following for each position:

- Staff Name (or “TBD” if not yet identified, consistent with RFP requirements);
- Role/Title;
- Primary function(s) or responsibilities (brief)
- FTE percentage allocated to CRHSI activities
- Work location (city/state)
- Key qualifications or experience summary (brief, relevant to the Scope of Work)

If subcontractors are proposed, the Staffing Table must clearly identify:

- subcontractor roles and responsibilities
- reporting relationships
- coordination structure with the primary contractor

10. Proposed Success Metrics and Targets

Word Limit: 600 words

Describe the Offeror’s proposed approach to defining and measuring overall success of the Center for Rural Health Sustainability & Innovation (CRHSI).

At a minimum, the Offeror shall:

- Identify proposed success metrics aligned with financial sustainability, operational performance, workforce stability, and access to care;
- Describe how baseline measures will be established and how improvement will be tracked over time;
- Propose initial targets or benchmarks, including the methodology used to develop them; and
- Explain how these metrics will be used to assess performance at both the provider level and overall program level.

11. Federal Grant Management, Compliance, and Cooperative Agreement Experience

Word limit: 600 words

Describe the Offeror’s experience and approach to managing federally funded programs, including compliance with federal requirements and cooperative agreement structures similar to the Rural Health Transformation (RHT) Program.

At a minimum, the Offeror shall:

- Describe experience managing federally funded programs of similar size and complexity, including funding source, scope, and role;
- Demonstrate knowledge of and approach to complying with federal requirements, including 2 CFR Part 200 (Uniform Guidance), allowable cost principles, and reporting requirements;
- Describe experience supporting or working within CMS or Medicaid-related programs, including cooperative agreements or demonstration initiatives, if applicable;

- Explain the Offeror’s approach to financial management, including tracking expenditures, ensuring allowability of costs, and maintaining audit readiness;
- Describe experience with subrecipient or subcontractor oversight, including monitoring compliance and performance;
- Provide examples of preparing for and responding to federal audits, monitoring, or corrective actions; and
- Explain how the Offeror will ensure alignment with CMS cooperative agreement requirements, including ongoing reporting, performance monitoring, and coordination with federal partners.

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK (SOW)

The detailed Scope of Work (SOW) for the Center for Rural Health Sustainability & Innovation (CRHSI) is provided in Appendix F of this document.

Performance Period

The Contractor shall provide all services from the effective date of the contract through the approved contract term, within the established budget and in accordance with the requirements of the Scope of Work.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Table 1: Evaluation Point Summary: Business Specifications	
Evaluation Factors <i>(Corresponds to Sections IV.D)</i>	Score Available
D. BUSINESS SPECIFICATIONS	Pass/Fail
1. Letter of Transmittal Form	<i>Pass/Fail</i>
2. Campaign Contribution Disclosure Form	<i>Pass/Fail</i>
3. Financial Stability	<i>Pass/Fail</i>
<i>a. Pending lawsuits/bankruptcy</i>	<i>Pass/Fail</i>
<i>b. Financial Statements (solvency)</i>	<i>Pass/Fail</i>

Table 2: Evaluation Point Summary: Technical Proposal	
Evaluation Factors <i>(Corresponds to Sections IV.B, IV.C, IV.E, and IV.F)</i>	Points Available

B. TECHNICAL SPECIFICATIONS	650
B. 1. Qualifications and Experience	50
B. 2. Organizational References	50
B. 3. Specifications	450
<i>a. Intake and Evaluation Support</i>	<i>40</i>
<i>b. Sustainability and Financial Viability Analysis</i>	<i>40</i>
<i>c. Agreement Initiation and Execution Support</i>	<i>40</i>
<i>d. Financial Monitoring, Incentive Tracking, and Program Accountability</i>	<i>60</i>
<i>e. Performance Monitoring and Proposed Success Metrics</i>	<i>40</i>
<i>f. Risk Stratification, Portfolio-Level Oversight, Reporting and Data Analysis</i>	<i>60</i>
<i>g. Close-out, Documentation, and Sustainability Transition</i>	<i>40</i>
<i>h. Coordination, Systems & Customer Support</i>	<i>40</i>
<i>i. Staffing and Organizational Structure</i>	<i>60</i>
<i>j. Proposed Metrics & Federal Grant Experience</i>	<i>30</i>
C. WORKPLAN	100
D. COST	300
E. ORAL PRESENTATIONS (if conducted)	50
TOTAL POINTS AVAILABLE	1,000
F. NEW MEXICO/NATIVE AMERICAN RESIDENT PREFERENCE (additional points, if applicable)	Either 80 or 100 additional points
F.1 New Mexico/Native American Resident Preference	80
F.2 New Mexico/Native American Resident Veteran Preference	100

B. EVALUATION FACTORS

1. D. Business Specifications (Pass/Fail)

- a. D.1 Letter of Transmittal Form**
Pass/Fail only. No points assigned.
- b. D.2 Campaign Contribution Disclosure Form**
Pass/Fail only. No points assigned.
- c. D.3 Financial Stability (See Table 1)**
Pass/Fail only. No points assigned.

2. B.1 Organizational Experience (50 points)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

3. B.2 Organizational References (50 points)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix D). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

4. B.3 Questionnaire Specifications (450 points)

The Evaluation Committee will utilize the responses from the RFP Questionnaire to determine an offeror's scores.

5. C. Workplan (100 points)

Points will be awarded based on the completeness, clarity, and feasibility of the Offeror's proposed Workplan.

The Evaluation Committee will evaluate the Workplan based on:

- Logical sequencing of implementation and operational activities
- Realistic timelines and milestones
- Identification of recurring activities and required deliverables
- Alignment of staffing roles and responsibilities
- Demonstrated readiness to implement and sustain program operations
- Ability to manage ongoing activities and adapt to program needs

6. D. Cost Proposal (300 points)

The offeror will be evaluated based on the total cost of implementation and operation of the Scope of Work for the contract period. The evaluation of each of the Offeror’s cost proposals will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Points}$$

7. E. Oral Presentation (50 points, if Evaluation Committee elects to conduct)

Oral Presentation:

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.9, Oral Presentations may held at the sole discretion of the Evaluation Committee.

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda.

8. F. New Mexico/Native American Resident Preferences (180 points in addition to 1,000 point total)

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

a. New Mexico Resident Business Preference/Native American Resident Preference (80 points)

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

b. New Mexico/Native American Resident Veteran Preference (100 points)

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

C. EVALUATION PROCESS

Phase 1: Business Specification Review

During Phase 1, the HCA will review the Offeror’s submission to ensure that it is in compliance with all requirements of the RFP, including but not limited to requirements enumerated within the RFP. Proposal deemed non-responsive will be eliminated without

further consideration. Review of the Business Specifications for compliance will be completed during this phase.

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.7. **Failure to pass this review will result in disqualification.**

Phase 2: Review and Scoring of Technical Specifications

During Phase 2, proposals that were found to be compliant in Phase 1 will be evaluated and scored by the Evaluation Committee. Subject matter experts may be used by the Evaluation Committee to review responses to specific parts of the technical proposal and provide feedback for the Evaluation Committee's consideration.

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

The evaluation of the response to each question will focus on criteria as discussed under Section V.B, Evaluation Factors, above. The Evaluation Committee will use a rating scale ranging from one (1) to five (5) to assign a rating to each of the Offeror's responses to technical questions. The rating assigned to each response will be used to calculate the total number of points earned for that response.

The Offeror's total Technical Specifications score will be the sum of the points given to each of the Offeror's responses to the scored technical questions.

Phase 3: Review and Scoring of Cost

During Phase 3, HCA will assess Cost Proposals using the methodology described in Section V.B.4, above, and a score will be assigned.

Phase 4: Totaling of Scores

During Phase 4, the HCA will calculate the total evaluation scores for each Offeror.

For each proposal, the HCA will combine the Offeror's Technical Specifications score (Phase 2) and Cost score (Phase 3). New Mexico/Native American Resident Preferences scores will be included at this time (if applicable and as authorized under the RFP). The total score for each will be calculated as follows:

Technical Specifications Score + Cost Score + New Mexico/Native American Resident Preferences (if applicable) = Total Score

Phase 5: Designation Finalists and Oral Presentations (at HCA's discretion)

As described in Section II.B, Explanation of Events, HCA may designate Finalists and invite them to presentations. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. If HCA elects to hold Oral Presentations, scores will be updated as follows:

Technical Specifications Score + Cost Score + New Mexico/Native American Resident Preferences (if applicable) + Oral Presentation Score = Total Score

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

Phase 6: Award

After approval of the Evaluation Committee Report, HCA will finalize any contractual agreement(s) resulting from this RFP with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter.

In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

APPENDIX A: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: Governor Michelle Lujan Grisham and Lieutenant Governor Howie Morales

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX B: STANDARD CONTRACT TERMS AND CONDITIONS

The Agreement included in this Appendix B represents the contract the Agency intends to use to make an award/awards. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

STATE OF NEW MEXICO

Health Care Authority
PROFESSIONAL SERVICES CONTRACT # _____

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

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 GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(—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 GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

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

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

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

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

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

To the Agency:

[insert name, address and email].

To the Contractor:

[insert name, address and email].

25. Authority.

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

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

By: _____
Agency

Date: _____

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

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

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

ID Number: 00-000000-00-0

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

APPENDIX C: LETTER OF TRANSMITTAL FORM

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP# 27-630-1000-0003

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

No.
 Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

No.
 Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____ Date: _____

(Must be signed by the individual identified in item #2.A, above.)

APPENDIX D: ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror’s experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror’s ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to identify each business reference listed in the Proposal Content (Form 2) of the application. The Organizational Reference Questionnaire, below, will be sent to each business reference using the provided email, as per Section III.C.g. The business reference, if it chooses to respond, is required to submit its response directly to HCA’s application portal, Submittable, by May 27, 2026 at 3PM MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 27-630-1000-0003

ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

(Name of Offeror)

You have been listed as an organizational reference for an organization applying to become the Offeror who will establish and operate the Center for Rural Health Sustainability & Innovation (CRHSI) in support of the Rural Health Transformation (RHT) Program. CRHSI will serve as the State’s centralized technical assistance and sustainability entity responsible for supporting rural health care providers, strengthening system performance, and advancing long-term financial and operational sustainability across rural, frontier, and tribal communities in New Mexico.

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document the Offeror’s experience relevant to Section IV.A, Detailed Scope of Work, in an effort to evaluate the Offeror’s ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Forms must be submitted no later than May 27, 2026 at 3PM MST via Submittable, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to

provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror’s service history, successful execution of services and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** Nikki Swope at nikki.swope@hca.nm.gov or 505-623-1122. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization Providing Reference	
Organization name:	
Contact name and title/position:	
Contact telephone number(s):	
Contact e-mail address:	
Project description:	
Project dates (start and end dates):	
Type of Services Provided	
<p>Please indicate the types of services the Offeror provided for the project you are referencing (i.e., Sustainability and Financial Viability Assessment of Programs and Service Delivery Models, Agreement Initiation and Execution Support, Performance Monitoring and Continuous Improvement Support, Risk Identification, Portfolio-Level Oversight and Reporting, Systems, Workflow, and Process Development, Staffing and Organizational Structure Support, Data Collection, Reporting, and Performance Measurement Support, Implementation Planning and Operational Readiness Support, Program Implementation and Ongoing Operations Support, Federal and State Program Administration and Compliance Support, Provider and Participant Technical Assistance and Support, Stakeholder Engagement, Regional Coordination, and Governance or Strategic Planning Support)</p>	

QUESTIONS:

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

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

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

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

COMMENTS:

4. How would you rate the quality and usefulness of materials, reports, or deliverables produced by the vendor?

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

COMMENTS:

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

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

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

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

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are/were you with the products or outcomes developed by the vendor?

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

APPENDIX E: SCOPE OF WORK

Scope of Work for Center for Rural Health Sustainability & Innovation (CRHSI)

Support for New Mexico Health Care Authority Rural Health Transformation Program

1. Background and Purpose

The New Mexico Health Care Authority (HCA) administers the Rural Health Transformation (RHT) Program, a multi-year federally supported initiative designed to strengthen access to care, workforce capacity, infrastructure, sustainability, and health outcomes across rural, frontier, and tribal communities in New Mexico. RHT is structured around five initiatives: Healthy Horizons; Rooted in New Mexico; Rural Health Innovation Fund; Bridge to Resilience (including the Center for Rural Health Sustainability and Innovation (CRHSI)); and the Rural Health Data Hub. HCA serves as the lead agency responsible for governance, strategic oversight, allocation of funds, and federal compliance.

Bridge to Resilience establishes the CRHSI as a centralized, statewide resource embedded within the HCA to stabilize and strengthen the financial and operational sustainability of rural health care providers across New Mexico. Under HCA oversight, the CRHSI will serve as a central hub for RHT Program implementation helping HCA to coordinate the day-to-day program management efforts of the other four initiatives (Health Horizons, Rooted in New Mexico, Rural Health Innovation Fund, Rural Health Data Hub). The CRHSI will assist HCA's stakeholder engagement efforts, liaise with HCA / RTH program leadership, assist with quarterly and annual federal reporting, and support RHT program monitoring and evaluation. In addition, the CRHSI will be responsible for delivering its own set of activities to stabilize and strengthen rural health care providers. Through this initiative, the CRHSI will provide the following services:

- **Strategic Technical Assistance:** Support the identification, development, and implementation of affiliations and partnerships, such as referral agreements with regional systems or shared service arrangements among independent providers to reduce costs and improve efficiency.
- **Operational Technical Assistance:** Provide one-on-one access to experts in patient workflows, unit management, supply chain management, and revenue cycle management, information technology (IT) and cybersecurity, provider credentialing, Medicaid re-enrollment support, and clinical documentation with an emphasis on developing sustainable tools, processes, and staff training.
- **Provider Education and Learning Collaboratives:** Develop materials and facilitate learning opportunities focused on workforce recruitment and retention, emerging

technologies, digital tools, financial sustainability, and relevant policy and funding considerations.

- **Data Analytics Platform Access:** Leverage investments made through Initiative #5 (Rural Health Data Hub) by connecting providers to analytics, rural community profiles, and decision-support tools, with technical assistance to support interpretation and use.
- **Policy Advocacy:** Support HCA in advancing RHT related state policy actions, including licensure reciprocity with border states.

While CRHSI is not a direct funding mechanism for provider stabilization, it does serve as the State's primary vehicle for advancing long-term sustainability. The Center focuses on equipping rural providers with the operational, financial, and strategic capabilities necessary to sustain services independently, reduce reliance on ongoing subsidy, and adapt to evolving payment and delivery models.

2. Required Services

2.1 Strategic Technical Assistance

2.1.1 The Contractor shall provide strategic technical assistance (TA) to strengthen rural health system sustainability through partnerships, affiliations, and shared service models.

2.1.2 Services shall include:

- Facilitating identification and engagement of potential partners among rural providers, regional health systems, community-based organizations, and other stakeholders.
- Supporting the development and execution of affiliation agreements and referral pathways between rural entities and larger regional health care systems.
- Assisting independent facilities and clinics in forming collaborative or shared-service arrangements, including but not limited to:
 - Shared back-office services (e.g., revenue cycle management, billing, compliance)
 - Group purchasing and collective contracting
 - Regional service line development (e.g., maternal health infrastructure)
 - Shared workforce models
- Conducting financial and operational feasibility assessments for proposed partnerships.
- Providing template agreements, governance frameworks, and implementation roadmaps.
- Supporting negotiation processes, where appropriate, in a neutral facilitative role.
- Deliverables shall include partnership playbooks, template agreements, facilitation summaries, and measurable implementation milestones.

2.2 Operational Technical Assistance

2.2.1 The Contractor shall provide direct operational support to eligible rural providers through subject matter experts in key functional areas. Technical assistance must be high-impact to build momentum and support provider transformation.

2.2.2 Provider Engagement and Service Delivery Model

The Contractor shall develop and implement a standardized, end-to-end provider engagement and service delivery model that defines how rural providers access, receive, and progress through CRHSI services.

At a minimum, the model shall include:

- Provider intake and eligibility screening processes
- A standardized assessment methodology to evaluate financial, operational, and service delivery risk
- Criteria for prioritizing providers based on level of need, risk of service disruption, and potential for impact
- Defined service pathways, including assignment of technical assistance resources and escalation protocols
- Integration points with other RHT Program initiatives, including referral and coordination processes
- A structured approach to tracking progress from initial engagement through implementation and closeout
- Sustainability planning to support continued provider performance following completion of direct technical assistance
- Criteria for identifying and prioritizing providers based on level of need, including indicators of financial distress, risk of service disruption or closure, workforce instability, and limited access to care, as defined and approved by HCA

The model shall be submitted to HCA for review and approval prior to implementation and may be refined over time based on program needs and performance findings.

2.2.3 Areas of expertise shall include, at minimum:

- Patient workflow optimization
- Clinical Operations and Strategies
- Payer Contracting
- Supply chain management
- Revenue cycle management
- Technology (Electronic Health Record)
- Cyber Security
- Outreach & Education
- Financial management and cost containment
- Workforce models and staffing optimization
- Quality improvement processes

2.2.4 Contractor Services shall:

- Be delivered through one-on-one engagements tailored to individual provider needs.
- Include on-site and/or virtual support.
- Emphasize development of “leave-behind” tools, templates, and operational playbooks.
- Establish sustainable processes and build internal staff capacity.
- Include training sessions for provider leadership and frontline staff.

- Focus on reducing reliance on long-term external consulting support.

2.2.5 Each provider's engagement shall include:

- Baseline operational assessment
- Defined scope and workplan
- Implementation support
- Measurable performance metrics
- Close-out summary and sustainability plan

Measurable performance metrics shall include, at a minimum, indicators aligned with program goals, such as:

- Operating margin improvement
- Days cash on hand
- Revenue cycle performance indicators
- Workforce retention and vacancy rates
- Service line sustainability or expansion
- Access to care improvements, where applicable
- Measurable performance metrics shall align with outcome domains defined in Section 2.7.

2.3 Provider Education and Learning Collaboratives

2.3.1 The Contractor shall work in collaboration with RHT Health Hubs on and develop and facilitate provider education programming and learning collaboratives designed specifically for rural health care providers. Contractor will assist the HCA with extending the RHT program impact beyond the five-year grant period through robust provider education and continuous stakeholder engagement.

2.3.2 Activities shall include:

- Annual NM CRHSI Conference
- Development and distribution of toolkits, issue briefs, policy summaries, and implementation guides.
- Hosting virtual and in-person convenings, workshops, and peer-learning sessions.
- Establishing topic-based learning collaboratives. High-priority topic areas include but are not limited to:
 - Workforce recruitment and retention strategies
 - Emerging technologies and digital tools
 - Telehealth optimization
 - Financial sustainability strategies
 - Federal and state policy developments
 - Funding opportunities and grant readiness
 - Value-based payment models
 - Learning collaboratives shall:
 - Promote peer-to-peer exchange.
 - Facilitate structured problem-solving.

- o Include defined objectives and measurable outcomes.
- Document and disseminate best practices.

2.2.6 All materials shall be tailored to rural contexts and scalable to small provider settings.

2.2.7 Contractor will work in collaboration with RHT rural health hubs

2.4 Data Analytics Platform Access and Support

2.4.1 The Contractor shall coordinate with the State’s Rural Health Data Hub (Initiative #5) to provide CRHSI participants with access to data analytics tools and rural community profiles. The Contractor will serve as the centralized, operational arm to translate raw data into actionable insights for providers, community members and state agencies and decision makers.

2.4.2 Services shall include:

- Linking or integrating Data Hub access through the CRHSI website.
- Providing orientation and training on platform navigation and use.
- Offering technical assistance to interpret data outputs.
- Supporting providers in applying data insights to operational and strategic decision-making.
- Developing data-informed action planning templates.

2.4.3 The Contractor shall ensure data is presented in accessible formats appropriate for rural providers with limited analytic capacity.

2.5 Policy Advocacy Support

2.5.1 The Contractor shall support the HCA in advancing Rural Health Transformation policy commitments.

2.5.2 Activities may include:

- Policy research and analysis.
- Stakeholder engagement and coalition-building.
- Drafting policy briefs and legislative support materials.
- Facilitating provider input into policy development.
- Supporting initiatives such as licensure reciprocity with border states.
- Monitoring state and federal policy developments impacting rural providers.

2.5.3 The Contractor shall serve in a supportive, non-lobbying capacity unless otherwise authorized by the State.

2.6 Guardrails and Equity Requirements

2.6.1 The Contractor shall:

- Ensure services are designed and delivered specifically for rural providers.
- Establish participation criteria that prioritize tribal, independent and/or small rural entities.
- Implement safeguards to prevent disproportionate benefit to parent organizations or urban-based health systems.
- Track and report on the geographic distribution of service utilization.
- Promote equitable access across frontier, remote, and underserved communities.

2.7 Provider Incentives and Outcome Metrics

2.7.1 The State will incentivize provider engagement through direct payments tied to achievement of specified outcome metrics.

2.7.2 In collaboration with the HCA, the Contractor shall:

- Develop recommended outcome measures (e.g., operating margin improvement, days cash on hand, workforce retention rates, service line sustainability).
- Establish baseline measurements.
- Track and validate provider progress.
- Report on performance data to the State.
- Support providers in meeting improvement targets.

2.7.2.1 Outcome measures shall align with program goals and, at a minimum, include indicators across the following domains:

Financial Sustainability

- Operating margin
- Days cash on hand
- Revenue cycle performance indicators (e.g., accounts receivable days, denial rates)

Operational Performance

- Implementation of sustainable operational processes
- Efficiency improvements in patient workflows or service delivery

Workforce Stability

- Staff retention rates
- Vacancy rates for critical roles

Service Line Sustainability and Access to Care

- Maintenance or expansion of key service lines
- • Reduction in service disruptions or closures
- • Access to care indicators, where applicable

2.7.3 Incentive models must align with program goals and promote sustained adoption of technical assistance learnings.

3. Additional Requirements

3.1 Contractor Deliverables

3.1.1 The Contractor at a minimum shall provide the HCA with the following:

- Assist with legislative requests and/or coordination related to the RHTP
- Annual CRHSI Strategic Plan
- Annual CRHSI Implementation Plan
- Strategic TA facilitation reports and partnership toolkits
- Operational TA engagement summaries and sustainability plans
- Educational materials and recorded training sessions
- Learning collaborative summaries and best practice briefs
- Data platform integration and user training documentation
- Quarterly performance and utilization reports for state and federal partners
- Annual program evaluation report
- Policy analysis briefs and stakeholder engagement summaries
- Assist the HCA with legislative requests and/or coordination related to the RHT program.
- Cross-initiative coordination framework, including referral pathways, communication protocols, and processes for aligning CRHSI services with other RHT Program initiatives

3.2 Performance Monitoring and Reporting

3.2.1 The Contractor shall implement a performance management framework that includes:

- Participation metrics
- Provider satisfaction measures
- Operational and financial outcome indicators
- Equity and geographic distribution tracking
- Cost-effectiveness analysis
- Quarterly and annual reporting to the State is required
- Tracking provider progression through the approved service delivery model
- Establishing and documenting baseline metrics and measuring improvement over time
- Reporting on provider-level outcomes aligned with financial, operational, workforce, and access categories
- Validation of reported data using HCA-approved methods
- Reporting on service distribution by geography, provider type, and level of need
- Reporting shall include provider-level and program-level performance across outcome domains defined in Section 2.7.

3.3 Contractor Qualifications

3.3.1 Offerors must demonstrate:

- Experience working with rural health care providers.
- Expertise in health system strategy, operations, and financial sustainability.
- Experience facilitating multi-entity collaborations.
- Knowledge of state and federal rural health policy.

- Data analytics capacity relevant to health system performance.
- Demonstrated ability to deliver capacity-building models with sustainable outcomes.
- Demonstrated experience managing or supporting federally funded programs, including compliance with applicable requirements (e.g., 2 CFR Part 200), audit readiness, reporting, and documentation standards.

4. Performance Standards and Compliance

4.1 Performance Standard

The Contractor shall perform all services in a timely, accurate, and professional manner consistent with best practices for public-sector funding and contract administration.

4.2 Penalties

The HCA may impose any or all of the non-monetary sanctions and monetary penalties to the extent authorized by State law. Nothing in this section prohibits HCA from imposing additional sanctions under State law that address areas of noncompliance.

Failure to perform services as described in this SOW may result in any or all of the following:

- Notice of non-compliance;
- Corrective Action Plan; and/or
- Monetary Sanctions.

4.3 Corrective Action Plan

If HCA determines that the Contractor is not in compliance with one (1) or more requirements in this SOW, HCA may issue a notice of noncompliance, identifying the deficiency(ies) and follow-up recommendations/requirements, in the form of a Corrective Action Plan (CAP).

4.4 Notice of Non-Compliance

A notice of noncompliance from HCA requiring a CAP will also serve as a notice for sanctions in the event HCA determines that sanctions are also necessary.

The Contractor shall be required to provide responses to CAPs to HCA within fourteen (14) Calendar Days of receipt of a noncompliance notice from HCA unless otherwise directed by HCA. CAPs are subject to review and approval by HCA.

If the Contractor does not effectively implement the CAP within the time frame specified in the CAP, HCA may impose additional sanctions.

4.5 Monetary Penalties

Monetary penalties may include:

- Actual damages incurred by HCA and/or funding partners resulting from the Contractor's non-performance of obligations under this SOW.
- The Contractor's noncompliance with this Agreement that causes, in HCA's determination, imminent and/or actual harm to a funding partner may result in monetary penalties up to \$5,000 for each instance of noncompliance.

- Other monetary penalties for failure to perform specific responsibilities or requirements as described in this Agreement are shown in the chart in Section 8.4.2 below; and
- HCA reserves the right to assess a general monetary penalty of five hundred dollars (\$500) per occurrence with any notice of noncompliance as outlined below:

4.6

	PEFORMANCE ISSUE	PENALTY
1	<p>Failure to comply with the terms of this Agreement may result in a monetary penalty. HCA can modify and assess any monetary penalty if the Contractor engages in a pattern of behavior that constitutes a violation of this Agreement or may potentially involve a risk of harm to the integrity of the program. This may include, but is not limited to the following:</p> <ul style="list-style-type: none"> • Failure to report on required data elements in report submissions; • For a report that has been rejected by and resubmitted by the Contractor up to three (3) times; • Failure to timely submit any report described in Section 5, Deliverables, more than two (2) times in a fiscal year; • Failure to submit any report in the correct format more than two (2) times in a fiscal year. 	<p>Up to \$5,000 for each month in which the penalty is assessed. HCA will determine the specific amount of the penalty, taking into consideration factors reasonably related to the nature and severity of the infraction.</p>
2	<p>Failure to report and correct an incorrect Payment</p>	<p>Up to \$5,000 for each instance. HCA will determine the specific amount of the penalty, taking into consideration factors reasonably related to the nature and severity of the infraction.</p>
3	<p>Failure to complete or comply with CAPs</p>	<p>Up to \$5,000 for each instance. HCA will determine the specific amount of the penalty, taking into consideration factors reasonably related to the nature and severity of the infraction.</p>

4.7 Termination

HCA reserves the right to terminate this SOW as stated in the Standard Terms and Conditions applicable to this SOW through the procurement under which the Contractor was contracted.

5. Internal Control Documentation

- 5.1 The Contractor shall create and maintain operational records sufficient to demonstrate compliance with the Scope of Work.
- 5.2 The Contractor shall complete all operational documentation and records explicitly required by this Contract and include customary and standard industry records.
- 5.3 The Contractor shall create and maintain documentation and records in a format (content and form) when specified by HCA.
- 5.4 HCA, at its discretion, may require the Contractor to change the format of documentation and records, or require the Contractor to submit additional documentation or records associated with activities under the Scope of Work.
- 5.5 The Contractor shall ensure documentation and records are timely, accurate, and complete.

6. Data Security and Confidentiality

- 6.1 The Contractor shall comply with all applicable state and federal data security, confidentiality, and privacy requirements.
- 6.2 All work products, deliverables, data, reports, analyses, tools, and materials developed under this Scope of Work (“Work Products”) shall be the sole property of the New Mexico Health Care Authority (HCA). The Contractor hereby assigns to HCA all rights, title, and interest in and to such Work Products, including any associated intellectual property rights.

The Contractor may use or reuse general knowledge, skills, methodologies, and non-proprietary tools developed or improved during the course of this engagement, provided that such use does not disclose confidential information or reproduce Work Products created specifically for HCA without prior written approval.

All data generated, collected, or accessed under this agreement shall remain the property of HCA and must be returned upon request or contract termination.

7. Term and Modifications

- 7.1. The term of this Scope of Work and any amendments shall be established by HCA and may be modified as program needs evolve.