

HEALTH CARE AUTHORITY

REQUEST FOR PROPOSALS (RFP)

**Rural Health Innovation Fund
(RHIF)**



HEALTH CARE
A U T H O R I T Y

RFP# 27-630-1000-0004

RFP Release Date: June 30, 2026

Proposal Due Date: July 27, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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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 implement Rural Health Innovation Fund (RHIF) projects in support of New Mexico's Rural Health Transformation (RHT) Program.

RHIF is intended to support practical, ambitious, and sustainable health care transformation efforts that are implemented in New Mexico or directly benefit New Mexico's rural, frontier, or Tribal communities. Eligible Offerors may include health care providers, Tribal entities, local public health entities, community-based organizations, local governments, academic institutions, regional partnerships, vendors, technology partners, equipment suppliers, and other organizations or entities that can demonstrate a direct role in implementing the proposed project and a clear connection to New Mexico's rural, frontier, or Tribal communities.

Through this RFP, Offerors must identify the health care challenge they seek to address, the population and geography to be served, the proposed solution, the implementation approach, expected outcomes, and the budget needed to carry out the project. HCA is not prescribing a single required project model. Eligible projects may include, but are not limited to, investments in technology, new or expanded service lines, high-cost equipment needed to expand access to care, regional partnership models, shared service approaches, care coordination infrastructure, and other implementation-focused strategies that improve access, capacity, quality, sustainability, or outcomes.

RHIF funds must support services, activities, infrastructure, equipment, technology, partnerships, or other project work that occurs in New Mexico or directly benefits New Mexico residents, providers, communities, or health care systems. HCA may consider the Offeror's operational presence, service delivery role, partnerships, community relationships, and implementation capacity in determining whether the proposed project is sufficiently connected to New Mexico.

If selected for award, the Offeror's approved proposal, budget, workplan, performance measures, and sustainability plan will form the basis for the Contractor's project-specific Scope of Work under the resulting contract. Projects must align with the goals and requirements of the federal Rural Health Transformation Program, HCA program priorities, and applicable federal and State requirements.

RHIF funds are intended to support transformative, implementation-focused projects. RHIF is not intended to provide general operating support, unrestricted subsidies, supplant existing funding, or replace payment for services that are otherwise reimbursable through Medicaid, Medicare, private insurance, or another payer, unless expressly approved by HCA and allowable under applicable requirements.

HCA may make multiple awards, one award, or no award under this RFP. HCA reserves the right, in its sole discretion, to adjust award amounts, fund all or part of a proposal, negotiate project scope and budget before award, and make awards in a manner that supports geographic distribution, project diversity, program priorities, funding availability, federal approval, and the best interests of the State.

This RFP sets forth HCA’s process for soliciting, evaluating, and scoring proposals and selecting one or more Offerors to implement approved RHIF projects. Proposals must be submitted through Submittable and must include all required responses, forms, uploads, budget information, workplan information, performance measures, certifications, and other materials required through the electronic portal.

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

B. BACKGROUND INFORMATION

The New Mexico Health Care Authority (HCA) administers New Mexico’s Rural Health Transformation (RHT) Program, authorized under H.R. 1, Public Law 119-21, Section 71401. New Mexico’s RHT 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: Support implementation-focused rural health innovation projects.
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 communities in New Mexico face persistent challenges related to geographic isolation, workforce shortages, limited infrastructure, financial instability, limited access to specialty and behavioral health services, transportation barriers, and gaps in preventive care and care coordination. These challenges contribute to delays in care, unmet health needs, avoidable utilization, and disparities in health outcomes.

Providers, community-based organizations, Tribal entities, local governments, regional partnerships, and other partners often have deep knowledge of local needs and potential solutions, but may lack sufficient resources to implement new models, expand capacity, build partnerships, or deploy technology-enabled approaches at meaningful scale.

RHIF is designed to respond to these conditions by supporting projects that address identified rural health needs and align with the goals of the RHT Program. Projects may originate from health care providers, community-based organizations, Tribal entities, local governments, academic institutions, regional partnerships, vendors, technology partners, equipment suppliers, or other entities that can demonstrate a direct role in implementation and a clear connection to New Mexico’s rural, frontier, or Tribal communities.

All funded activities will operate within a structured program framework that includes State oversight, reporting, performance monitoring, financial accountability, coordination with other RHT initiatives, and compliance with applicable federal and State requirements.

C. SCOPE OF PROCUREMENT

HCA is seeking one or more Contractor(s) to design and implement innovative health care transformation projects that address identified health care challenges in New Mexico's rural, frontier, and Tribal communities. RHIF is intended to support practical, ambitious, and sustainable health care transformation efforts led by health care providers, Tribal entities, local public health entities, community-based organizations, local governments, academic institutions, regional partnerships, and other organizations or entities with a direct role in implementation and a clear connection to New Mexico's rural, frontier, or Tribal communities.

HCA anticipates making approximately \$47,048,080.97 available through this procurement to support implementation of RHIF projects, subject to federal approval, availability of funds, State priorities, and applicable requirements.

The term of any contract(s) awarded under this RFP shall be determined at the discretion of HCA, may begin as early as October 1, 2026, and may include optional extensions, as set forth in the final contract(s). HCA may implement any awarded services in phases and/or in a sequence determined by HCA, based on funding, program readiness, interagency coordination, operational considerations, and other State priorities.

HCA is not prescribing a single required project model, intervention, technology, service line, or regional structure. Offerors must propose the project they intend to implement, explain the health care challenge the project will address, demonstrate why the proposed solution is needed, describe how the project will be carried out, identify expected outcomes, and explain how the work will be sustained beyond the RHIF funding period.

If an Offeror is selected for award, the approved proposal will form the foundation of the Contractor's Scope of Work. The final Scope of Work will incorporate the approved project design, implementation workplan, budget, performance measures, sustainability plan, reporting requirements, and any additional terms required by HCA.

HCA serves as the lead agency responsible for governance, strategic oversight, allocation of funds, and federal compliance. The selected Contractor shall be responsible for implementation of the approved project, management of staff and partners, budget management, reporting, documentation, and compliance with all contract requirements.

The Contractor's Role

A Contractor selected through this procurement shall be responsible for implementing the approved RHIF project in accordance with HCA direction, the approved proposal, the final contract, and

applicable federal and State requirements. The Contractor shall manage the approved scope of work, budget, workplan, performance measures, reporting, documentation, partners, subcontractors, and any other project activities necessary to carry out the approved project.

The Contractor shall remain the single point of responsibility for all services, activities, deliverables, expenditures, reporting, and compliance obligations under the resulting contract, including work performed by partners, subcontractors, vendors, consultants, or other collaborators.

D. PROCUREMENT MANAGER

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

1. Any inquiries or requests regarding this procurement must be submitted, in writing, to the Procurement Manager. Offerors may contact only the Procurement Manager regarding this procurement. Other State employees, HCA staff, contractors, consultants, or Evaluation Committee members do not have authority to respond on behalf of HCA.

Name	Title	Telephone	Email
Nikki Swope	Procurement Manager/Compliance Director	505-623-1122	nikki.swope@hca.nm.gov

2. Protests of the solicitation or award must be submitted in writing to the Protest Manager identified below and in Section II.B.13. Protests submitted or delivered to the Procurement Manager will not be considered properly submitted unless the Procurement Manager has also been designated as the Protest Manager in writing.

Name	Title	Telephone	Email
Robert James Booth II	Protest Manager/Acting Chief General Counsel	505-365-3211	robert.booth@hca.nm.gov
Address			
PO Box 2348 - Santa Fe, NM 87504			

E. PROPOSAL SUBMISSION

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

Proposals must be submitted electronically through HCA’s RHT Program Submittable portal: <https://nmhca-rhtp.submittable.com/submit>.

HCA will not accept proposals submitted by email, facsimile, hard copy, or any method other than the designated Submittable portal, unless alternative written instructions have been issued.

Offerors are responsible for ensuring that all required fields, uploads, certifications, and attachments are complete and submitted by the proposal deadline. Submittable will timestamp each proposal upon submission. Late, incomplete, or unsubmitted proposals may be deemed non-responsive and excluded from review.

F. DEFINITION OF TERMINOLOGY

1. "Agency" means the State Purchasing Division of the General Services Department or the State Agency sponsoring this procurement.
2. "Award" means the final execution of the contract document.
3. "Business Hours" means weekdays Monday through Friday 8:00 AM through 5:00 PM MST/MDT, whichever is in effect on the date given.
4. "Close of Business" means weekdays Monday through Friday 5:00 PM MST/MDT, whichever is in effect on the date given.
5. "Confidential" means confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret under applicable law. Proposed prices, rates, budget amounts, cost information, and information subject to disclosure under the New Mexico Inspection of Public Records Act shall not be designated as confidential.
6. "Contract" means any agreement for the procurement of items of tangible personal property, services, or construction.
7. "Contractor" means any business having a contract with a state agency or local public body.
8. "Cost Proposal" means the Offeror's proposed project budget submitted in response to this RFP. The budget will be reviewed for completeness, reasonableness, allowability, feasibility, administrative cost limitations, and alignment with the proposed project. The budget will not be evaluated as a lowest-cost or cost-competitive factor.
9. "Determination" means written documentation of a procurement decision, including findings of fact required to support a decision.
10. "Desirable" means the terms may, can, should, preferably, or prefers identify a desirable or discretionary item or factor.
11. "Electronic Submission" means a successful submittal of an Offeror's proposal in the designated electronic system.
12. "Evaluation Committee" means a body appointed to perform the evaluation of Offerors' proposals.
13. "Federal Rural Health Transformation Program" or "RHT Program" means the CMS program authorized under H.R. 1, Public Law 119-21, Section 71401, intended to strengthen rural health care, including access, quality, workforce capacity, financial sustainability, service delivery, and long-term sustainability of rural health services.
14. "Final Award" means the point at which the final required signature on the contract resulting from this procurement has been affixed, making the contract fully executed.
15. "Finalist" means an Offeror who meets all mandatory specifications and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
16. "Key personnel" means individuals with primary responsibility for the planning, supervision, and execution of the work outlined in this RFP.
17. "Lead Offeror" means the Offeror that submits the proposal, will enter into the resulting contract if selected for award, and will remain primarily responsible for implementation of the approved project, management of the project budget, oversight of partners and subcontractors, reporting, deliverables, and compliance with all contract requirements.
18. "Mandatory" means the terms must, shall, will, is required, or are required identify a mandatory item or factor.

19. "Offeror" means any person, corporation, partnership, organization, or other entity that chooses to submit a proposal.
20. "Procurement Manager" means the person or designee authorized to conduct the RFP procurement and make written determinations regarding the RFP procurement.
21. "Project" means the defined set of rural health innovation activities proposed by an Offeror and approved by HCA for implementation under a resulting contract. A Project must occur in New Mexico or directly benefit New Mexico residents, providers, communities, or health care systems.
22. "Proposal" means all materials submitted by an Offeror in response to this RFP through Submittable, including required responses, forms, uploads, budget, workplan, performance measures, certifications, and other materials submitted through the electronic portal.
23. "Redacted" means a version of the Offeror's proposal with proprietary or confidential information blacked out but not omitted or removed.
24. "Request for Proposals or RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
25. "Responsible Offeror" means an Offeror who submits a responsive proposal and has adequate resources, facilities, personnel, service reputation, and experience to perform the services described in the proposal.
26. "Responsive Offer" means an offer that conforms in all material respects to the requirements set forth in this RFP.
27. "Rural Health Innovation Fund or RHIF" means the RHT Program initiative designed to fund implementation-focused rural health innovation projects in New Mexico.
28. "Scope of Work" means the services, activities, deliverables, performance expectations, reporting requirements, and compliance requirements to be performed by the Contractor under the resulting contract.
29. "Sealed" means, in terms of electronic submission, an Offeror's proposal and all accompanying documents have been completely and successfully uploaded into Submittable before the submission deadline stated in this RFP.
30. "State" means the State of New Mexico.
31. "Statement of Concurrence" means an affirmative statement from the Offeror indicating agreement to comply and concur with a requirement stated in this RFP.
32. "Partner" means an entity that supports implementation of a proposed RHIF project through services, coordination, referrals, shared activities, technical expertise, community engagement, matching or leveraged resources, or other contributions. A Partner may or may not receive RHIF funds.
33. "Subcontractor" means an entity that enters into an agreement with the Contractor to perform a portion of the approved Scope of Work or provide goods or services necessary to implement the approved RHIF project. Use of subcontractors is subject to HCA approval and does not relieve the Contractor of responsibility for performance, reporting, expenditures, or compliance.

G. Additional Cost Definitions

For purposes of this RFP, the following definitions apply. HCA retains final authority to determine the classification, allowability, and approval of all proposed costs.

1. “Administrative Costs” means costs incurred for the general management, administration, oversight, and compliance of the proposed project rather than for the direct delivery of approved project activities. Administrative Costs include both Direct Administrative Costs and Indirect Costs.

Administrative Costs may include executive oversight; project, contract, or award administration; accounting and financial management; procurement; compliance monitoring; general reporting; audit support; human resources; legal services; general office operations; and other organizational support functions.

A cost is classified according to the function performed, not the position title or budget category under which it is reported. Activities such as community engagement, data collection, evaluation, or reporting may be treated as Direct Program Delivery Costs when they are substantive components of the approved project rather than general award administration.

Under the RHT Program, total Administrative Costs may not exceed ten percent (10%) of the State’s total funding in any CMS Budget Period. This is a statewide limit and does not establish an automatic ten percent allowance for an individual award. Offerors must separately identify and total all Direct Administrative Costs and Indirect Costs. HCA may establish or enforce a lower award-level limit to maintain compliance with the statewide cap.

2. “Direct Administrative Costs” means Administrative Costs that can be specifically identified with the proposed project, including personnel time and other expenses associated with project management, financial administration, procurement, compliance, general reporting, contract administration, and similar oversight or support functions.
3. “Indirect Costs”: Costs incurred for a common or joint purpose that benefit more than one project, program, or organizational activity and are not readily assignable to the specific activities benefited without disproportionate effort. Indirect Costs must be calculated using an approved negotiated indirect cost rate, an allowable de minimis rate, or another federally approved cost-allocation methodology. A cost included in an indirect cost pool may not also be charged as a direct cost. All Indirect Costs charged to the project will be included in the calculation of Administrative Costs.
4. “Direct Program Delivery Costs” means costs that directly carry out the substantive activities, services, interventions, or other approved work of the proposed project. These may include personnel directly delivering project activities; project-specific outreach and participant engagement; services and supports delivered to the intended population; project-specific training; transportation; supplies; equipment; and other resources necessary to achieve the proposed deliverables and outcomes. General organizational management and award administration are not Direct Program Delivery Costs.
5. “Shared or Mixed-Function Costs” means costs that support both Direct Program Delivery and administrative functions. Shared or Mixed-Function Costs must be allocated between the applicable categories using a reasonable, consistent, and documented methodology based on the relative benefit received. Examples may include personnel who divide their time between project delivery and award administration or facilities used for both program and administrative purposes.

6. "Equipment" means tangible personal property, including information technology systems, that has a useful life of more than one year and a per-unit Acquisition Cost equal to or greater than the lesser of:
 - a. The Offeror's capitalization threshold for financial statement purposes; or
 - b. Ten thousand dollars (\$10,000).

Equipment does not have a separate, stand-alone percentage limit under the RHT Program. However, Equipment may also qualify as Category J Capital Expenditures and Infrastructure, depending on its nature and use, and may therefore be subject to the Category J limit and prior-approval requirements. Offerors must identify and total all Equipment costs separately.

7. "Acquisition Cost" means the total cost of an asset, including the costs necessary to prepare the asset for its intended use. For Equipment, this may include the net purchase price and the costs of necessary modifications, attachments, accessories, freight, installation, or other components, consistent with the Offeror's regular accounting practices.
8. "Supplies" means tangible personal property that does not meet the definition of Equipment. A computing device is classified as a Supply when its Acquisition Cost is below the lesser of the Offeror's capitalization threshold or \$10,000, regardless of its useful life.
9. "Category J—Capital Expenditures and Infrastructure" means investments in existing rural health care facility buildings and infrastructure, including allowable minor building alterations or renovations and Equipment upgrades intended to support sustainable rural health care delivery.

Category J costs may not exceed twenty percent (20%) of the State's total RHT Program funding in any CMS Budget Period. This is a statewide limit and does not establish an automatic twenty percent allowance for an individual award. HCA may reduce, defer, or disallow proposed Category J costs based on the availability of funding under the statewide limit.

Category J does not include new construction, building expansion, the purchase of land or buildings, significant retrofitting, cosmetic improvements, or other prohibited construction or capital activities.

10. "Minor Renovation or Alteration" means a limited modification to an existing rural health care facility that is clearly linked to the approved project and does not constitute new construction, building expansion, significant retrofitting, or a cosmetic upgrade. Minor Renovations or Alterations are included within Category J and require prior written approval from HCA and, when applicable, CMS.

Routine maintenance and repairs that do not materially increase the value or useful life of an asset should be separately identified and are not automatically treated as Category J costs. HCA will make the final classification.

11. "Electronic Medical Record Replacement" means costs to replace all or a substantial portion of an existing Electronic Medical Record or Electronic Health Record system, including associated software, implementation, configuration, data migration, interfaces, and other costs necessary to place the replacement system into operation.

No more than five percent (5%) of the State's total RHT Program funding in a CMS Budget Period may be used to replace an Electronic Medical Record system when a HITECH-certified

system was already in place as of September 1, 2025. This is a statewide limit and does not establish an amount available to an individual Offeror. Routine optimization, interoperability, cybersecurity, or interface costs that do not replace the existing system should be identified separately for HCA review.

12. "CMS Budget Period" means the funded time interval established by CMS during which RHT Program funds may be obligated and expended, subject to the applicable Notice of Award and cooperative agreement requirements. Offerors must separately identify Administrative Costs and all other CMS-limited costs for each applicable CMS Budget Period.
13. "Prior Approval" means written authorization obtained before the Offeror incurs an expense or undertakes an activity requiring approval. HCA approval is required for all Equipment, Category J, Minor Renovation or Alteration, and Electronic Medical Record Replacement costs. Some costs may also require CMS approval before they may be incurred.

H. PROCUREMENT LIBRARY

Offerors are encouraged to review the materials available through the following resources:

1. HCA Rural Health Transformation Program website: <https://www.hca.nm.gov/rht/>
2. HCA Rural Health Transformation Program procurement portal: <https://nmhca-rhtp.submittable.com/submit>
3. CMS Rural Health Transformation Program website: <https://www.cms.gov/priorities/rural-health-transformation-rht-program/overview>
4. CMS Rural Health Transformation Program Frequently Asked Questions: <https://www.cms.gov/files/document/rural-health-transformation-frequently-asked-questions.pdf>
5. CMS Standard Grant and Cooperative Agreement Terms and Conditions: <https://www.cms.gov/files/document/standard-terms-conditions-fy26-12-14-2025.pdf>

HCA may also post RFP materials, amendments, Questions and Answers, templates, submission instructions, and other procurement-related materials through the HCA Rural Health Transformation Program website, the procurement portal, or another location designated by HCA. Offerors are responsible for reviewing the RFP, all amendments, all written Questions and Answers, and all submission instructions issued by HCA.

II. CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP and Application Opens	HCA	June 30, 2026
2. Pre-Proposal Conference	HCA	July 6, 2026
3. Deadline to submit written questions	Potential Offerors	July 6, 2026, 5:00 PM MST/MDT
4. Response to written questions	Procurement Manager	July 10, 2026
5. Organizational Reference Questionnaire Deadline	Organizational References	July 20, 2026, 5:00 PM MST/MDT

6. Submission of Proposal	Potential Offerors	July 27, 2026
7. Proposal Evaluation*	Evaluation Committee	July 28 – August 17, 2026
8. Selection of Finalists, if applicable*	Evaluation Committee	August 14, 2026
9. Oral Presentation(s), if held*	Finalist Offerors	August 19, 2026
10. Best and Final Offers, if requested*	Finalist Offerors	August 20, 2026
11. Finalize Contractual Agreements*	HCA / Finalist Offerors	August 21 – September 21, 2026
12. Contract Awards*	HCA / Finalist Offerors	October 1, 2026 or as soon as possible thereafter
13. Protest Deadline*	HCA/Protesting Parties	In accordance with applicable law and procurement requirements

*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 will occur based on the dates listed in section II.A.

1. Issue RFP: This RFP is being issued on behalf of the State of New Mexico Health Care Authority.
2. Pre-Proposal Conference: A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager. All questions answered during the Pre-Proposal Conference will be considered unofficial until they are posted in writing.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/282563031659211?p=vgsRr6AQfmRQwnOu4Q>

Meeting ID: 282 563 031 659 211

Passcode: HW9GL2Ao

Need help? | System reference

Dial in by phone

+1 505-312-4308,,838936290# United States, Albuquerque

Find a local number

Phone conference ID: 838 936 290#

For organizers: Meeting options | Reset dial-in PIN

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, as indicated in Section II.A. Questions shall be clearly labeled and should cite the section or sections of the RFP that form the basis of the question.
4. Response to Written Questions: Written responses to questions will be provided on or before July 10, 2026, as indicated in Section II.A. The Questions and Answers will be posted to the HCA Rural Health Transformation Program website, the HCA RHT Program Procurement Portal in Submittable, or another location designated by HCA.
5. Organizational Reference Questionnaire Deadline: Each organizational reference identified by an Offeror must complete and submit the required Organizational Reference Questionnaire directly through Submittable by the date and time identified in Section II.A. Offerors are

responsible for entering complete and accurate reference contact information sufficiently in advance of the deadline and ensuring that each reference is aware of the submission requirements.

6. Submission of Proposal: Proposals must be submitted electronically through HCA's designated Submittable portal by the date and time identified in Section II.A. At this time, only electronic proposal submission is allowed.
7. Proposal Evaluation: An Evaluation Committee will evaluate written proposals during the period identified in Section II.A. The Evaluation Committee may select Finalists before the end of that period to accommodate oral presentations and Best and Final Offers, if held.
8. Selection of Finalists: The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors as indicated in Section II.A, Sequence of Events, or as soon as possible thereafter.
9. Oral Presentations: Finalist Offerors may be required to conduct an oral presentation. Whether oral presentations will be held is at the sole discretion of the Evaluation Committee.
10. Best and Final Offers: Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers.
11. Finalize Contractual Agreements: After approval of the Evaluation Committee Report, any contractual agreement or agreements resulting from this RFP will be finalized with the most advantageous Offeror or Offerors, taking into consideration the evaluation factors set forth in this RFP, funding availability, program priorities, geographic distribution, project diversity, budget reasonableness, and the best interests of the State.
12. Contract Awards: Upon receipt of the signed contractual agreement or agreements, HCA anticipates making contract awards on the date listed in section II.A., or as soon as possible thereafter. The award is subject to appropriate Department and State approval.
13. Protest Deadline: Any protest by an Offeror must be submitted timely and in conformance with applicable law and procurement regulations. Protests must be written and must include the name and address of the protestor, the request for proposal number, a statement of grounds for protest, supporting exhibits, and the ruling requested. Protests must be submitted in writing to the Protest Manager identified in Section I.D.2

ALL PROPOSALS MUST BE RECEIVED 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.

Proposals must be submitted electronically through HCA's electronic procurement system, Submittable. A submission that is not fully complete and received via Submittable by the deadline will be deemed late. Proposals submitted by facsimile, email, hard copy, or other electronic means other than the designated portal will not be accepted unless HCA issues written alternative instructions.

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.
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.

3. Use of Previously Acquired Information. Offerors shall not use any non-public or confidential information obtained through prior work with HCA, the RHT Program, HCA contractors, consultants, agents, or other State partners 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 Contractor is solely responsible for fulfillment of all requirements of the contractual agreement. The Contractor shall operate under the direction and authority of HCA and the RHT Program Management Office, if applicable, and shall remain responsible for all services, activities, deliverables, expenditures, reporting, and compliance obligations, including work performed by partners, subcontractors, vendors, consultants, or other collaborators.
5. Subcontractors, Partners, and Consent. The use of subcontractors, partners, vendors, consultants, and other collaborators is allowed when necessary to support the approved RHIF project. The Contractor shall be wholly responsible for the entire performance of the contractual agreement, whether or not subcontractors, partners, vendors, consultants, or other collaborators are used. The Contractor must receive HCA approval, in writing, before adding, replacing, or materially changing the role of any subcontractor, funded partner, vendor, consultant, or other collaborator during the term of the 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.
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 by submitting a written withdrawal request signed by the Offeror's duly authorized representative.
8. Proposal Offer Firm. Responses to this RFP, including proposal prices and budgets, 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 receipt of a best and final offer, if requested.
9. Disclosure of Proposal Contents. The contents of all submitted proposals will be kept confidential until the final award has been completed by HCA. At that time, proposals and related documents may be available for public inspection, except for proprietary or confidential material protected by applicable law. Proposed prices, rates, budget amounts, or cost information shall not be designated as proprietary or confidential.
10. No Obligation. This RFP in no manner obligates the State of New Mexico or HCA 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 HCA 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, federal funds, or authorizations do not exist.
13. Legal Review. HCA requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be submitted in writing to the Procurement Manager before the proposal deadline.
14. Governing Law. This RFP and any agreement with an Offeror resulting from this procurement shall be governed by the laws of the State of New Mexico and applicable federal requirements, including the CMS RHT Program cooperative agreement, the Notice of Award, the Notice of

Funding Opportunity, 2 CFR Part 200, and any other applicable federal guidance, as amended or updated.

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 preparation of Offeror proposals.
16. Contract Terms and Conditions. The contract between HCA and a Contractor will follow the format specified by HCA and contain the terms and conditions set forth in Appendix E, Standard Contract Terms and Conditions. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.
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 HCA.
18. Contract Deviations. Any requested deviations from contract terms must be proposed during the procurement process and must include specific alternative language and a brief explanation of purpose and impact.
19. Offeror Qualifications. The Evaluation Committee may make such investigations as necessary to determine the ability of a potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee may reject the proposal of a potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer.
20. Right to Waive Minor Irregularities. The Evaluation Committee reserves the right to waive minor irregularities when doing so is in the best interest of the State and does not otherwise materially affect the procurement.
21. Change in Contractor Representatives. HCA reserves the right to require a change in Contractor representatives if assigned representatives are not adequately meeting the needs of HCA.
22. Notice of Penalties. The Procurement Code imposes civil, misdemeanor, and felony criminal penalties for its violation. New Mexico criminal statutes also impose penalties for bribes, gratuities, and kickbacks.
23. Agency Rights. HCA reserves the right to accept all or a portion of a potential Offeror's proposal, reject any or all proposals, request clarification, conduct discussions, request best and final offers, and make awards in the best interest of the State.
24. Right to Publish. Throughout the duration of this procurement process and any resulting contract term, Offerors and Contractors must secure prior written HCA approval before releasing any public statement, press release, publication, marketing material, presentation, report, or other information that pertains to the work or activities covered by this procurement or any resulting contract, including any use of HCA, CMS, HHS, or RHT Program names, logos, or funding references.
25. Ownership of Proposals. All documents submitted in response to the RFP shall become property of the State of New Mexico.
26. Confidentiality. Any confidential information provided to or developed by the Contractor in performance of the contract shall be kept confidential and shall not be made available to any individual or organization without prior written approval from HCA.
27. Electronic Mail Address Required. A large part of communication regarding this procurement will be conducted by email. Offeror must have a valid email address to receive correspondence.
28. Campaign Contribution Disclosure Form. Offeror must complete, sign, and return the Campaign Contribution Disclosure Form included in Appendix F as part of the proposal. Failure to complete and return the signed unaltered form may result in disqualification.

29. Letter of Transmittal. Offeror's proposal must be accompanied by a signed Letter of Transmittal Form included in Appendix G. Failure to submit a signed Letter of Transmittal Form may result in disqualification.
30. Disclosure Regarding Responsibility. Offerors must disclose information regarding debarment, suspension, criminal or civil judgments, delinquent taxes, pending or recent bankruptcy matters, pending or recent lawsuits, current investigations, or other matters required by HCA, applicable law, or federal funding requirements that may affect the Offeror's responsibility, financial stability, or ability to perform the proposed project.
31. Material Changes. Offerors and Contractors must notify HCA in writing of any material change that may affect the proposal, award, contract, project scope, budget, implementation timeline, partners, subcontractors, staffing, financial condition, legal status, or ability to perform. HCA may require additional documentation, revised terms, corrective action, or other action in response to a material change.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

An Offeror may submit more than one proposal only if each proposal is for a distinct RHIF project. Each proposal must be submitted separately through Submittable unless HCA issues alternative written instructions.

Electronic Submission via Submittable is available at: <https://nmhca-rhtp.submittable.com/submit>

Offerors must register for an account in Submittable to log in and submit an application.

HCA may limit the number of awards made to a single Offeror or affiliated Offerors based on funding availability, geographic distribution, program priorities, project diversity, applicant capacity, portfolio balance, and the best interests of the State.

Proposals in response to this RFP must be submitted through the designated electronic procurement portal only. The Offeror need only submit one electronic proposal for each proposed RHIF project.

Offerors are not required to submit a separate standalone written proposal document unless specifically requested by HCA. The proposal consists of the responses, required forms, uploads, budget information, workplan information, performance measures, certifications, and other materials submitted through Submittable. Offerors must complete each required Submittable field fully and should not rely on a separate narrative attachment to provide required information unless the field specifically allows or requires an upload.

Any proposal that does not adhere to the requirements of this section may be deemed non-responsive and rejected on that basis.

B. PROPOSAL CONTENT ORGANIZATION

Submission in Submittable will be organized as follows:

Initial Information (Form 1 in Submittable)

Field	Type	Required	Notes
Organization/Offeror name	Text	Yes	Must match legal/tax records
Doing business as, if applicable	Text	No	If different from legal name
Organization type	Dropdown	Yes	Hospital, clinic, FQHC, Tribal entity, CBO, nonprofit, local government, academic institution, regional collaborative, vendor/technology partner, other
Legal status	Dropdown/Text	Yes	For-profit, nonprofit, public institution, Tribal government, State/local government entity
Business address	Text	Yes	
Mailing address	Text	Yes	If different from business address
Federal EIN	Text	Yes	
New Mexico BTIN	Text	Required	
UEI, if available	Text	If applicable	May be required before award
Tribal, Native-led, or Sovereign Nation status	Check-box & Text	Yes	Indicate whether the Offeror is a Tribal entity, Native-led organization, or Sovereign Nation. If yes, briefly describe. Limit: 300 words
Number of Employees	Text	Yes	
Primary contact name	Text	Yes	
Primary contact title	Text	Yes	
Primary contact email	Text	Yes	
Primary contact phone	Text	Yes	
Certifications	Checkbox	Yes	Response to Appendix A

Proposal Content (Form 2 in Submittable)

Section	Field or Upload	Required	Score Available	Limit
1. Proposal Summary				
a. Proposal Summary	Text response	Yes	n/a	600 words
b. Project Service Area and Rural Area Explanation	Checkbox/Text response	Yes	n/a	300 words
2. Mandatory Business Specifications				
a. Signed Letter of Transmittal (Appendix G)	Upload	Yes	Pass/Fail	Signed by an authorized representative
b. Signed Campaign Contribution Disclosure Form. (Appendix F)	Upload	Yes	Pass/Fail	Completed and signed form required
c. Financial Stability	Text/Upload	Yes	Pass/Fail	300 words/15 documents
i. Pending lawsuits/bankruptcy				
ii. Financial Statements (solvency)				
d. Response to Contract Terms and Conditions (Appendix E)	Checkbox	Yes	Pass/Fail	
e. Offeror's additional terms and conditions, if applicable.	Upload	Optional	n/a	
3. Technical Specification				
	Text	Yes	550 Total Points	

a. References (Appendix C)	Text	Yes	50	Provide three references for the lead Offeror using Appendix C requirements
b. Organizational Overview, Qualifications, Experience, and Capacity	Text	Yes	50	500 words for each sub-question (A, B, C)
c. Project Narrative	Varies	Yes	450 total points	
i. New Mexico Project Connection	Text	Yes	20	300 words
ii. Health Care Challenge and Target Population	Text response	Yes	85	800 words
iii. Proposed Innovation Project	Text response	Yes	120	1,200 words
iv. Implementation Approach	Text response	Yes	70	800 words
v. Partnerships, Subcontractors, and Vendor Role, if applicable	Text response	If applicable	30	600 words
vi. Outcomes and Performance Measures Approach	Text response	Yes	50	600 words
vii. Sustainability Plan	Text response	Yes	75	1,500 words
4. Project Workplan (Appendix H)	Upload	Yes	100	Required Fields
5. Cost Proposal (Appendix B)	Upload + required Submittable fields	Yes	300	Required Fields
a. Cost Proposal Summary	Excel workbook tab	Yes	75	Complete required budget table
b. Staffing Cost Summary	Excel workbook tab + text response	Yes	25	300 words
c. Administrative Cost Summary	Excel workbook tab + text response	Yes	25	300 words
d. CMS-Limited Cost Summary	Excel workbook tab + text response	Yes	25	400 words
e. Budget Narrative and Basis of Estimate	Text response	Yes	150	800 words; up to 5 supporting documents

C. PROPOSAL CONTENT DETAIL

Initial Information Form

The Initial Information Form collects basic information about the Lead Offeror, proposed project, primary contacts, and required certifications. The information is required for administrative and eligibility purposes.

1. PROPOSAL SUMMARY

Detailed cost information must not be included in the Proposal Summary.

a. Proposal Summary

The Offeror must provide a concise overview of the proposed project, including the health care challenge to be addressed, the population to be served, the proposed approach, and the anticipated benefits or outcomes.

The summary may be used in public notices, award announcements, or other communications if the project is selected.

b. Project Service Area and Rural Area Explanation

Identify the New Mexico communities, counties, regions, or Tribal areas to be served by the proposed project.

Briefly explain how the proposed service area or population is connected to New Mexico's rural, frontier, or Tribal communities, as applicable. Separate rural designation documentation is not required.

2. MANDATORY BUSINESS SPECIFICATIONS

The Offeror must submit all required Mandatory Business Specifications. HCA will review these materials for completeness, responsiveness, financial stability, and Offeror responsibility.

Detailed budget information may be included only in the Cost Proposal, except for summary-level budget information specifically requested elsewhere in the application.

a. Signed Letter of Transmittal

The Offeror must upload a signed Letter of Transmittal using Appendix G. The form must be signed by an individual authorized to contractually obligate the Offeror.

Failure to submit a completed and signed form may result in the proposal being deemed nonresponsive.

b. Signed Campaign Contribution Disclosure Form

The Offeror must complete and upload an unaltered Campaign Contribution Disclosure Form using Appendix F. A signed form is required whether or not a reportable contribution has been made.

c. Financial Stability

The Offeror must provide all required Financial Stability materials.

i. Pending Lawsuits, Bankruptcy Proceedings, and Investigations

The Offeror must identify:

- Any pending lawsuit or bankruptcy proceeding;
- Any lawsuit or bankruptcy proceeding concluded within the past five years; and
- Any current investigation involving the Offeror, its parent organization, affiliates, or subsidiaries that may be relevant to the operation of the proposed project or the Offeror's ability to perform.

The Offeror must provide a brief description of each matter identified.

ii. Financial Statements and Evidence of Solvency

The Offeror must upload its most recent independently audited financial statements and financial statements for the preceding three years, if available. The submission must include, as applicable:

- Audit opinion;
- Balance sheet;
- Statements of income, retained earnings, and cash flows; and
- Notes to the financial statements.

The Offeror must also provide its most recent Form 10-K, if applicable.

If independently audited financial statements are not available, the Offeror must explain why and submit sufficient alternative information demonstrating financial stability and solvency, such as internally prepared financial statements, a D&B report, or comparable documentation.

HCA may request clarification or additional information as permitted under this RFP and applicable procurement requirements.

d. Response to Contract Terms and Conditions

The Offeror must indicate whether it accepts the General Requirements and Standard Contract Terms and Conditions included in Appendix E.

If the Offeror objects to any provision, it must identify the specific provision, propose alternative language, and explain the purpose and anticipated impact of the requested change. HCA is not obligated to accept any proposed exception.

e. Offeror's Additional Terms and Conditions

The Offeror must submit any additional terms and conditions it requests for inclusion in a resulting contract.

If no additional terms and conditions are requested, the Offeror may enter "Not applicable."

3. TECHNICAL SPECIFICATION

The Technical Specification must provide sufficient information for HCA to evaluate the Lead Offeror's qualifications, project design, implementation readiness, anticipated outcomes, sustainability, and alignment with RHIF goals.

a. References

The Offeror must identify three organizational references for the Lead Offeror in accordance with Appendix C.

References should demonstrate the Lead Offeror's relevant experience, performance under projects or contracts of similar scope or complexity, and ability to provide knowledgeable and experienced personnel.

Each identified reference will receive a notification from Submittable containing the required reference form. References must submit the completed form directly through Submittable by the deadline identified in Section II.A, Sequence of Events.

Reference responses will become part of the Offeror's proposal. HCA may contact references to validate the information provided.

b. Organizational Overview, Qualifications, Experience, and Capacity

The Offeror must respond to each of the following:

i. Organizational Overview and Capacity

Describe the organization's:

- Mission and primary services;
- Governance or leadership structure;
- Service area;
- Experience serving rural, frontier, or Tribal communities;
- Experience managing public funds or contracts;
- Financial management systems and internal controls;
- Staffing and operational capacity; and
- Experience complying with federal or State reporting requirements.

ii. Relevant Organizational Experience

Describe the Offeror's experience implementing projects of similar scope or complexity, including relevant experience with one or more of the following:

- State or federal programs;
- Rural health care;
- Health systems;

- Community-based programs;
- Publicly funded initiatives; or
- Other experience directly relevant to the proposed project.

iii. Key Personnel

Identify the key personnel expected to support the project and summarize each individual's:

- Proposed role;
- Education;
- Relevant work experience;
- Applicable certifications or licenses; and
- Qualifications demonstrating the ability to perform the proposed work.

c. Project Narrative

i. New Mexico Project Connection

Describe how the proposed project will be implemented in New Mexico or directly benefit New Mexico residents, providers, communities, or health care systems.

Explain the Offeror's connection to the communities or organizations to be served and its proposed local implementation role, presence, or partnership structure.

ii. Health Care Challenge and Target Population

Describe the specific health care challenge, rural health need, service gap, access barrier, or system challenge the proposed project will address.

The response must:

- Identify the target population and geographic area;
- Describe the rural, frontier, or Tribal communities affected;
- Explain why existing services or resources are insufficient;
- Describe the significance and anticipated effects of the identified challenge; and
- Provide relevant data, local evidence, operational experience, stakeholder input, or patient and community information supporting the identified need.

iii. Proposed Innovation Project

Describe the proposed innovation project in detail, including the service model, technology, equipment, service line, partnership, regional model, workflow, or other intervention to be implemented.

The response must explain:

- How the project directly addresses the identified health care challenge;

- The major services, activities, equipment, technology, or infrastructure to be supported;
- How the project will improve access, capacity, coordination, quality, sustainability, patient safety, or health outcomes;
- How the project differs from routine operations or general operating support;
- How the project is informed by the needs of the communities to be served;
- Why the proposed approach is appropriate and feasible for the target population and service area; and
- How the project avoids unnecessary duplication with other RHT initiatives or existing programs.

iv. Implementation Approach

Describe how the proposed project will be implemented, including:

- Major implementation phases and activities;
- Timeline and milestones;
- Responsible parties;
- Project management and oversight approach;
- Readiness to begin implementation;
- Operational or external dependencies;
- Significant implementation risks; and
- Strategies for mitigating identified risks.

The response must align with the Project Workplan and Cost Proposal.

v. Partnerships, Subcontractors, and Vendor Role

When applicable, identify each partner, subcontractor, vendor, consultant, equipment supplier, technology partner, or other collaborator involved in the proposed project.

Describe:

- Each entity's role and responsibilities;
- Whether the entity will receive RHIF funds;
- How coordination will occur;
- How the Lead Offeror will oversee performance and compliance;
- How each entity supports implementation of the proposed project; and
- How the proposed relationships will directly benefit New Mexico residents, providers, communities, or health care systems.

Explain how the project will avoid duplication with existing services or investments.

When this section is not applicable, briefly explain why the project can be effectively implemented without these relationships.

vi. Outcomes and Performance Measures Approach

Describe the project's expected outputs, outcomes, and performance measures.

The response must address, as applicable:

- Baseline information;
- Performance targets;
- Data sources;
- Data collection and validation methods;
- Reporting frequency;
- Responsible parties; and
- How performance information will be used for monitoring and continuous improvement.

A separate performance measures template is not required unless requested by HCA.

vii. Sustainability Plan

Describe how the proposed project will be sustained or create lasting value beyond the RHIF funding period.

The response must explain:

- Which project components are expected to continue after RHIF funding ends;
- How the project will be financially, operationally, or organizationally sustained;
- Whether activities may generate revenue, become reimbursable, be incorporated into existing operations, or be supported through other funding sources;
- How staffing, workflows, partnerships, technology, equipment, service lines, referral pathways, or regional infrastructure will be maintained;
- How the project avoids creating an unsustainable funding cliff;
- The assumptions and risks that may affect sustainability; and
- How the project will create long-term value, including when some funded activities are time-limited.

4. PROJECT WORKPLAN

The Offeror must complete and upload the RHIF Project Workplan Template provided in Appendix H.

The workplan must identify:

- Major project goals;
- Key tasks, activities, or milestones;
- The responsible owner and participating partner or partners;
- The State fiscal-year quarter or quarters in which each task, activity, or milestone will occur; and
- Significant dependencies, risks, and mitigation strategies, as applicable.

The workplan must cover the anticipated project period from October 2026 through September 2027 and use the following project periods:

- SFY27 Q2: October–December 2026;
- SFY27 Q3: January–March 2027;
- SFY27 Q4: April–June 2027; and
- SFY28 Q1: July–September 2027.

Line items may be added or edited as needed to reflect the proposed project. The required columns and quarterly structure must be retained.

The workplan must align with the Project Narrative, Implementation Approach, Cost Proposal, performance measures, and Sustainability Plan.

5. COST PROPOSAL

The Offeror must complete and upload the RHIF Cost Proposal Template provided through Submittable. The completed template must include all RHIF funding requested for the anticipated project period of October 2026 through September 2027.

Costs must be entered in the State fiscal-year quarter in which they are expected to be incurred. The Offeror must use the workbook in the format provided and must not alter its required tabs, formulas, structure, or cost categories.

The Offeror must also complete the required budget narrative and basis-of-estimate responses directly in Submittable. Information entered in Submittable must be complete and consistent with the uploaded Cost Proposal Template.

a. Cost Proposal Summary

Complete the Cost Proposal Summary tab of the RHIF Cost Proposal Template. Identify the RHIF funding requested by major cost category and State fiscal-year quarter.

The summary must include all funding needed to implement and complete the proposed project and must be consistent with the Staffing Cost Summary, Administrative Cost Summary, CMS-Limited Cost Summary, and narrative responses submitted through Submittable.

b. Staffing Cost Summary

Complete the Staffing Cost Summary tab of the RHIF Cost Proposal Template. Identify total Personnel costs, Fringe Benefits costs, and estimated full-time equivalent staffing by State fiscal-year quarter.

In Submittable, describe:

1. The primary staffing roles that will be supported;
2. Whether staff will be newly hired, existing, contracted, or reassigned;
3. The assumptions used to estimate Personnel and Fringe Benefits costs; and
4. How the proposed staffing supports the project activities, workplan, and implementation timeline.

Detailed position-level salaries, hourly rates, and individual allocations are not required with the proposal.

c. Administrative Cost Summary

Complete the Administrative Cost Summary tab of the RHIF Cost Proposal Template. Separately identify Direct Administrative Costs and Indirect Costs by State fiscal-year quarter.

In Submittable:

1. Describe the administrative functions supported by the proposed costs;
2. Explain how Direct Administrative Costs were estimated;
3. Identify the basis for any proposed Indirect Cost rate;
4. Explain the allocation of Shared or Mixed-Function Costs; and
5. Confirm that no cost is charged both directly and indirectly.

Administrative Costs are subject to applicable RHT Program requirements. HCA may establish or enforce an award-level limit necessary to maintain compliance with the statewide Administrative Cost cap. HCA retains final authority to classify proposed costs.

d. CMS-Limited Cost Summary

Complete the CMS-Limited Cost Summary tab of the RHIF Cost Proposal Template. Identify proposed costs that may be subject to CMS limits, restrictions, or prior approval, including, as applicable:

1. Provider Payments;
2. Equipment;
3. Category J—Capital Expenditures and Infrastructure;
4. Minor Renovations or Alterations included within Category J;
5. Electronic Medical Record Replacement; and
6. Other CMS-limited or prior-approval costs.

In Submittable, describe each applicable cost, its purpose and relationship to the proposed project, the basis of estimate, and any known HCA or CMS approval requirement.

CMS-limited costs must also be included in the appropriate cost category on the Cost Proposal Summary tab. They must not be added a second time when calculating the total RHIF funding request.

e. Budget Narrative and Basis of Estimate

Complete the Budget Narrative and Basis of Estimate responses in Submittable.

The response must:

1. Describe the primary costs included in each major budget category;

2. Explain how the proposed budget aligns with the project design, implementation approach, workplan, staffing, timeline, deliverables, performance measures, and anticipated outcomes;
3. Explain the assumptions and methods used to estimate significant costs;
4. Identify significant, unusual, one-time, or variable costs;
5. Identify costs that may require HCA or CMS prior approval;
6. Identify other funding, reimbursement, donated resources, or in-kind contributions supporting the proposed project;
7. Explain how the RHIF request avoids duplication, supplantation, or payment for costs available from another source; and
8. Explain how the proposed investment is proportionate to the anticipated reach, benefits, outcomes, sustainability, and long-term value of the project.

The Offeror may upload supporting documentation through Submittable when needed to support significant proposed costs. Supporting documents must be listed on the Supporting Documents Index tab of the Cost Proposal Template.

A detailed line-item budget is not required with the proposal. Offerors selected for award will be required to submit a detailed line-item budget and supporting cost documentation during contract development.

Submission or evaluation of a proposed cost does not constitute approval. HCA retains final authority to classify proposed costs, determine cost allowability and reasonableness, require supporting documentation, and approve the final project budget.

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

RHIF is an innovation-focused procurement. Each Offeror must propose an implementation-ready rural health project that addresses a clearly identified health care challenge in New Mexico.

For each selected Contractor, the approved proposal will form the basis of the final Scope of Work, including the approved project activities, service area, target population, milestones, workplan, budget, performance measures, sustainability commitments, reporting requirements, and compliance obligations.

Each Contractor shall:

1. **Implement the Approved Project.** Complete the approved project for the identified service area and target population in accordance with the final contract, Scope of Work, workplan, budget, timeline, performance measures, and sustainability plan.
2. **Coordinate Project Partners.** Manage and coordinate partners, subcontractors, providers, community-based organizations, Tribal entities, and other stakeholders involved in implementation.

3. **Manage the Project and Budget.** Oversee project staff, activities, expenditures, risks, timelines, and deliverables. Obtain HCA approval before making material changes to the approved project, budget, workplan, staffing, partners, or implementation approach.
4. **Monitor Performance and Support Improvement.** Track and report approved outputs, outcomes, milestones, and performance measures and use project information to identify and address implementation or performance issues.
5. **Coordinate with HCA and RHT Partners.** Participate in coordination with HCA and other RHT Program partners as directed by HCA.
6. **Submit Required Reports and Deliverables.** Submit required programmatic, financial, performance, implementation, and closeout reports and deliverables in the format and timeframe required by HCA.
7. **Maintain Records and Internal Controls.** Maintain records, financial controls, and supporting documentation sufficient for monitoring, audit, evaluation, and closeout.
8. **Advance Project Sustainability.** Implement the approved sustainability plan and strengthen the operational, financial, staffing, partnership, technology, equipment, referral, service-line, or service-delivery structures needed to maintain the project's value beyond the RHIF funding period.

B. ELIGIBLE PROJECT TYPES

RHIF supports practical, measurable, and implementation-ready projects that address locally identified health care needs in New Mexico's rural, frontier, or Tribal communities. Projects may be led by a single organization, implemented through partnerships, or designed to serve multiple communities.

Eligible projects may include:

1. **Non-Medical Drivers of Health.** Addressing transportation, food access, or other locally identified barriers that directly affect access to or benefit from health care.
2. **Behavioral Health and Substance Use Services.** Implementing or expanding behavioral health, substance use disorder, opioid use disorder, prevention, treatment, recovery, peer-support, or related services based on documented community need.
3. **Preventive Care and Early Intervention.** Expanding screening, counseling, education, dental, vision, hearing, or other preventive and early-intervention services.
4. **Equipment and Facility Improvements.** Purchasing or upgrading equipment or making allowable minor facility improvements that directly improve patient safety, access, comfort, quality, or service delivery.
5. **Locally Designed Service Improvements.** Implementing new or expanded services, care coordination, navigation, partnerships, workflows, or other approaches that address a documented local health care gap.
6. **Technology Supporting Care Delivery.** Implementing technology that directly supports an approved local project, improves access or coordination, or enables delivery of services that would otherwise be limited or unavailable.
7. **Other Community-Designed Projects.** Implementing other locally developed rural health solutions that include a documented need, implementation plan, budget, performance measures, and sustainability approach.

Projects must be community-informed, implementation-focused, and designed to improve access, patient safety, service delivery, quality, sustainability, or health outcomes. Projects must not duplicate

activities funded through another RHT initiative or existing federal, State, local, Tribal, or private program.

C. CONTRACTOR REQUIREMENTS

The Lead Offeror must have a direct role in implementing the proposed project and demonstrate the capacity to manage the project, budget, partners, subcontractors, reporting, and compliance requirements.

The proposed project must be implemented in New Mexico or directly benefit New Mexico residents, providers, communities, or health care systems, with a clear connection to rural, frontier, or Tribal communities.

Vendors, consultants, technology companies, equipment suppliers, and other entities may serve as Lead Offerors, partners, subcontractors, or collaborators when their role is directly tied to project implementation. HCA may request additional information to verify an Offeror's implementation role, partnerships, community connections, organizational capacity, or ability to manage the proposed project.

All proposed projects must:

1. Address a clearly defined rural health need, service gap, access barrier, or system challenge.
2. Align with RHIF and RHT Program goals.
3. Be implementation-focused rather than limited to planning or general operating support.
4. Include a defined project design, workplan, timeline, and budget.
5. Include measurable outputs and outcomes.
6. Demonstrate organizational capacity and readiness to implement the project.
7. Include a reasonable and allowable budget.
8. Include a credible approach to sustainability and long-term value.
9. Avoid duplication with other RHT initiatives or existing funding sources.
10. Comply with applicable federal, State, HCA, and contract requirements.

D. ALLOWABLE USES OF FUNDS

RHIF funds may be used only for costs that are necessary, reasonable, allowable, included in the HCA-approved budget, and directly related to the approved project.

Allowable costs may include:

1. Personnel and fringe benefits for project staff, excluding prohibited clinician salary or wage support.
2. Contractual, subcontractor, vendor, or partner costs necessary to complete approved project activities.
3. Approved programmatic and service-delivery activities, including prevention, care coordination, behavioral health, chronic disease management, and other eligible services.
4. Provider Payments approved by HCA and CMS and compliant with applicable payment limits and non-duplication requirements.
5. Training, technical assistance, community engagement, and capacity-building activities.

6. Technology, Equipment, Supplies, and other resources directly supporting project implementation.
7. Data collection, performance measurement, evaluation, and required reporting.
8. Travel necessary for approved project activities or required meetings.
9. Allowable Equipment upgrades and Minor Renovations or Alterations to existing rural health care facilities that are directly tied to program goals and receive all required HCA and CMS approvals.
10. Limited Administrative Costs necessary to manage the project, subject to applicable limits.

All costs remain subject to the funding limits, prior-approval requirements, and other conditions stated in this RFP and the resulting contract.

E. FUNDING RESTRICTIONS

RHIF funds may not be used for:

1. General operating support, unrestricted subsidies, or costs unrelated to the approved project.
2. Costs incurred before contract execution.
3. Costs that duplicate or supplant existing funding or replace another available payment or reimbursement source.
4. Clinical services that could be reimbursed by Medicaid, Medicare, commercial insurance, or another payer, or payments intended to change existing fee schedules, unless expressly approved by CMS.
5. Matching requirements, intergovernmental transfers, certified public expenditures, or other expenditures used to finance a required non-federal share.
6. Services, Equipment, supports, accommodations, or other costs that are the legal responsibility of another party under federal, State, Tribal, or civil rights law.
7. New construction, building expansion, the purchase of land or buildings, significant retrofitting, cosmetic improvements, or other prohibited capital expenditures.
8. Clinician salaries or other clinician wage support prohibited under the CMS cooperative agreement, including wage support for facilities that subject clinicians to non-compete contractual limitations.
9. Lobbying or activities intended to influence legislation, appropriations, regulations, administrative actions, or executive orders.
10. Independent research and development costs, including the applicable share of Indirect Costs.
11. Covered telecommunications or video-surveillance equipment prohibited under 2 CFR § 200.216.
12. Financial assistance to households for broadband installation or monthly internet costs.
13. Meals, except when specifically approved as part of an eligible project activity or included within allowable travel.
14. Certain cosmetic or experimental procedures prohibited under 45 CFR § 156.400.
15. Any other cost prohibited by CMS, HCA, applicable law, 2 CFR Part 200, 2 CFR Part 300, or the resulting contract.

HCA and CMS retain final authority to determine whether a proposed or incurred cost is allowable.

F. BUDGET REQUIREMENTS

Offerors must submit a Cost Proposal in accordance with Section III.C.5, Cost Proposal. The budget must align with the proposed project, workplan, implementation approach, sustainability plan, and anticipated outcomes and must identify Administrative Costs and costs subject to CMS limits or prior approval.

HCA will review proposed budgets for completeness, reasonableness, feasibility, alignment, and compliance with applicable requirements. Budgets will not be evaluated using a lowest-cost formula.

Selected Offerors must complete the detailed budget review and approval process described in Section IV.I, Budget Approval and Financial Administration.

G. REPORTING AND MONITORING REQUIREMENTS

Selected Contractors shall comply with reporting and monitoring requirements established by HCA and incorporated into the final contract. Requirements may vary based on the project's scope, funding, performance, and risk level.

At a minimum, Contractors shall:

1. Submit programmatic and financial reports at least quarterly, or more frequently if required by HCA.
2. Report progress against the approved workplan, milestones, deliverables, budget, performance measures, outputs, and outcomes.
3. Maintain documentation supporting project activities, expenditures, decisions, and results.
4. Participate in HCA check-ins, monitoring reviews, site visits, audits, evaluations, and corrective action activities, as required.
5. Respond timely to requests for data or documentation from HCA, CMS, auditors, evaluators, or other authorized oversight entities.
6. Promptly notify HCA of material risks, delays, budget concerns, performance issues, or changes involving project scope, staffing, partners, subcontractors, or implementation.
7. Participate in required coordination or learning activities and support final reporting and contract closeout.

H. ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

Contractors must maintain the administrative, financial, and operational capacity necessary to implement the approved project and comply with all contract requirements.

Contractors shall:

1. Designate a primary point of contact for coordination with HCA.
2. Maintain appropriate financial management systems, internal controls, and records supporting project activities and expenditures.
3. Remain responsible for the performance and compliance of all partners, subcontractors, vendors, consultants, and collaborators.
4. Protect confidential information and comply with applicable privacy, security, nondiscrimination, civil rights, and accessibility requirements.
5. Promptly disclose material changes or compliance concerns and obtain prior written HCA approval when required.
6. Cooperate with monitoring, audits, evaluations, corrective actions, and contract closeout.
7. Comply with all applicable federal, State, CMS, HCA, and contract requirements.

I. BUDGET APPROVAL AND FINANCIAL ADMINISTRATION

Selected Offerors must submit a detailed line-item budget and supporting cost documentation during contract development. HCA may require costs to be clarified, reclassified, reduced, removed, deferred, or realigned before approving the final budget.

Selection for award does not constitute approval of the proposed budget or any individual cost. HCA must approve the final budget before contract execution, and the approved budget will be incorporated into the contract.

Following contract execution, Contractors must manage and document expenditures in accordance with the approved budget. Prior written HCA approval is required for material budget changes, cost reclassifications, or expenses requiring federal or State approval.

V. EVALUATION

A. EVALUATION POINT SUMMARY

Proposals will be reviewed using the following evaluation framework. HCA will not evaluate proposals based on lowest cost and will not assign points for cost competitiveness. Project budgets will be reviewed and scored for completeness, reasonableness, allowability, feasibility, administrative cost compliance, and alignment with the proposed project, workplan, sustainability plan, and expected outcomes.

Section	Score Available
1. Proposal Summary	n/a
a. Project Service Area and Rural Area Explanation	n/a
2. Mandatory Business Specifications	
a. Signed Letter of Transmittal (Appendix G)	Pass/Fail
b. Signed Campaign Contribution Disclosure Form. (Appendix F)	Pass/Fail
c. Financial Stability	Pass/Fail
i. Pending lawsuits/bankruptcy	
ii. Financial Statements (solvency)	
d. Response to Contract Terms and Conditions (Appendix E)	Pass/Fail
e. Offeror's additional terms and conditions, if applicable.	n/a
3. Technical Specification	550 Total Points
a. References (Appendix C)	50
b. Organizational Overview, Qualifications, Experience, and Capacity	50
c. Project Narrative	450 total points
i. New Mexico Project Connection	20
ii. Health Care Challenge and Target Population	85
iii. Proposed Innovation Project	120
iv. Implementation Approach	70
v. Partnerships, Subcontractors, and Vendor Role, if applicable	30

vi. Outcomes and Performance Measures Approach	50
vii. Sustainability Plan	75
4. Project Workplan (Appendix H)	100
5. Cost Proposal (Appendix B)	300
a. Cost Proposal Summary	75
b. Staffing Cost Summary	25
c. Administrative Cost Summary	25
d. CMS-Limited Cost Summary	25
e. Budget Narrative and Basis of Estimate	150
TOTAL POSSIBLE POINTS	950
Optional In-Person Presentation (if held)	50
MAXIMUM TOTAL POINTS, if presentations are held	1,000

B. EVALUATION FACTORS

1. Proposal Summary – Not Scored

The Proposal Summary and Project Service Area information will be reviewed for completeness and consistency with the proposal but will not receive evaluation points.

2. Mandatory Business Specifications – Pass/Fail

HCA will review the following required materials for completeness, responsiveness, financial stability, and Offeror responsibility:

- a. Signed Letter of Transmittal;
- b. Signed Campaign Contribution Disclosure Form;
- c. Financial Stability materials, including pending lawsuits or bankruptcy information and financial statements;
- d. Response to Contract Terms and Conditions; and
- e. Offeror’s Additional Terms and Conditions, if applicable.

Failure to satisfy a mandatory requirement may result in the proposal being deemed nonresponsive.

3. Technical Specifications – 550 Points

Technical Specifications will be evaluated based on the Lead Offeror’s qualifications and capacity, the strength and feasibility of the proposed project, implementation readiness, anticipated outcomes, sustainability, and alignment with RHIF goals.

a. References — 50 Points

References will be evaluated based on the information provided through the Organizational Reference Questionnaire, including the Lead Offeror’s:

- Relevant experience and demonstrated capacity;
- Quality and timeliness of prior performance;
- Knowledge, expertise, and staffing;
- Communication, responsiveness, and collaboration;
- Administrative, financial, and compliance performance; and

- Overall reliability and ability to perform similar work.

HCA may verify reference information and may consider the absence of required reference responses when evaluating this section.

b. Organizational Overview, Qualifications, Experience, and Capacity — 50 Points

Evaluators will consider whether the Lead Offeror:

- Demonstrates relevant organizational experience and qualifications;
- Has experience implementing projects of similar scope or complexity;
- Demonstrates experience serving rural, frontier, or Tribal communities;
- Has appropriate governance, leadership, staffing, and operational capacity;
- Demonstrates the ability to manage public funds, contracts, reporting, and compliance requirements;
- Maintains appropriate financial management systems and internal controls; and
- Identifies key personnel with relevant knowledge, experience, qualifications, and clearly defined roles.

c. Project Narrative — 450 Points

The Project Narrative will be evaluated based on the following components:

i. New Mexico Project Connection — 20 Points

Evaluators will consider whether the proposal demonstrates:

- A clear and meaningful connection to New Mexico;
- Direct benefit to New Mexico residents, providers, communities, or health care systems;
- An appropriate local implementation role, presence, or partnership structure; and
- A clear connection to rural, frontier, or Tribal communities.

ii. Health Care Challenge and Target Population — 85 Points

Evaluators will consider whether the proposal:

- Clearly defines the health care challenge, rural health need, service gap, access barrier, or system challenge;
- Clearly identifies the target population and geographic area;
- Explains the significance and effect of the identified need;
- Demonstrates why existing services or resources are insufficient; and
- Supports the identified need with relevant data, local evidence, operational experience, stakeholder input, or patient and community information.

iii. Proposed Innovation Project — 120 Points

Evaluators will consider whether the proposal:

- Clearly describes the project, intervention, service model, technology, equipment, service line, partnership, workflow, or infrastructure to be implemented;
- Demonstrates a direct and logical connection between the identified need and proposed solution;

- Presents an implementation-focused project rather than general operating support or planning alone;
- Demonstrates how the project will improve access, capacity, coordination, quality, sustainability, patient safety, or health outcomes;
- Explains how the proposed approach improves upon current operations, services, or available resources;
- Demonstrates that the project is appropriate and feasible for the population and communities served;
- Reflects local or community needs; and
- Avoids unnecessary duplication with other RHT initiatives or existing programs.

iv. Implementation Approach — 70 Points

Evaluators will consider whether the proposal:

- Presents a clear and feasible implementation approach;
- Identifies major phases, activities, milestones, responsible parties, and decision points;
- Demonstrates readiness to begin implementation;
- Includes an appropriate project management and oversight structure;
- Identifies significant dependencies, risks, and mitigation strategies;
- Demonstrates sufficient staffing and operational capacity; and
- Aligns with the Project Workplan and Cost Proposal.

v. Partnerships, Subcontractors, and Vendor Role — 30 Points

When applicable, evaluators will consider whether the proposal:

- Clearly identifies the roles and responsibilities of partners, subcontractors, vendors, consultants, and collaborators;
- Demonstrates that the proposed relationships strengthen implementation;
- Explains how coordination, oversight, accountability, and compliance will be managed;
- Demonstrates that participating entities have appropriate capacity and experience;
- Identifies whether participating entities will receive RHIF funds; and
- Avoids duplication, conflicts, or unnecessary reliance on outside entities.

Projects will not be penalized solely because they do not require partners, subcontractors, or vendors. When this section is not applicable, evaluators will consider whether the Offeror adequately explains why the project can be effectively implemented without those relationships.

vi. Outcomes and Performance Measures Approach — 50 Points

Evaluators will consider whether the proposal:

- Identifies meaningful and measurable outputs and outcomes;
- Proposes performance measures that are clearly connected to project activities and goals;
- Identifies appropriate baselines, targets, data sources, and reporting frequency, when available;

- Demonstrates the ability to collect, validate, analyze, and report required information;
- Identifies clear responsibility for performance monitoring; and
- Explains how performance information will be used to monitor implementation and support continuous improvement.

vii. Sustainability Plan — 75 Points

Evaluators will consider whether the proposal:

- Clearly identifies the project components expected to continue or create lasting value after RHIF funding ends;
- Presents a credible financial, operational, organizational, reimbursement, or partnership-based sustainability approach;
- Explains how staffing, workflows, services, equipment, technology, partnerships, referral pathways, or infrastructure will be maintained;
- Identifies future revenue, reimbursement, organizational support, or other funding sources, when applicable;
- Avoids creating an unsustainable funding cliff;
- Identifies significant sustainability assumptions and risks;
- Includes reasonable strategies to address those risks; and
- Demonstrates that the proposed investment will create durable value for the communities served.

4. Project Workplan (Appendix H) — 100 Points

Evaluators will consider whether the Project Workplan:

- Clearly identifies project goals and key tasks, activities, or milestones;
- Identifies responsible owners and participating partners;
- Presents realistic timing across the four project quarters;
- Appropriately identifies significant dependencies, risks, and mitigation strategies;
- Aligns with the Project Narrative, Implementation Approach, Cost Proposal, performance measures, and Sustainability Plan; and
- Provides a practical structure for monitoring progress and accountability.

5. Cost Proposal — 300 Points

Cost Proposals will be evaluated in relation to the project proposed. HCA will not use a lowest-cost formula or automatically assign the highest score to the proposal requesting the least funding.

Evaluators will consider the completeness, internal consistency, reasonableness, necessity, allowability, feasibility, cost-effectiveness, and overall value of the proposed budget.

a. Cost Proposal Summary — 75 Points

Evaluators will consider whether:

- The total funding request is complete and internally consistent;
- Costs are presented in the appropriate budget categories and project periods;
- The overall budget appears proportionate to the proposed project;
- The budget reflects the resources needed to complete the proposed activities;
- The amounts are consistent with the other Cost Proposal responses; and

- The proposed timing of expenditures is reasonable.

b. Staffing Cost Summary — 25 Points

Evaluators will consider whether:

- Proposed Personnel and Fringe Benefits costs appear appropriate for the project;
- The estimated staffing level is sufficient to perform the proposed work;
- The primary staffing roles and assumptions are clearly explained;
- Staffing costs align with the implementation approach and workplan; and
- The proposed staffing structure appears reasonable and feasible.

c. Administrative Cost Summary — 25 Points

Evaluators will consider whether:

- Administrative Costs are clearly identified and calculated;
- Direct Administrative Costs and Indirect Costs are separately identified;
- Proposed Administrative Costs appear necessary and proportionate to the project;
- The methodology for allocating Shared or Mixed-Function Costs is reasonable;
- The proposed Indirect Cost methodology is adequately explained; and
- The proposed Administrative Costs comply with applicable limits.

HCA retains final authority to classify proposed costs as administrative or programmatic.

d. CMS-Limited Cost Summary — 25 Points

Evaluators will consider whether:

- Costs subject to CMS limits, restrictions, or prior approval are clearly identified;
- The amounts are consistent with the Cost Proposal Summary;
- The purpose of each applicable cost is adequately explained;
- The proposal demonstrates awareness of applicable CMS requirements;
- Costs included in multiple CMS-limited categories are not double-counted; and
- Preliminary supporting information is sufficient to assess the proposed estimate.

An Offeror will not be penalized solely because its project does not include CMS-limited costs.

e. Budget Narrative and Basis of Estimate — 150 Points

The Budget Narrative and Basis of Estimate will be evaluated based on the following:

i. Budget Alignment and Feasibility — 50 Points

Evaluators will consider whether:

- The budget aligns with the proposed project, workplan, staffing approach, timeline, deliverables, and anticipated outcomes;
- The proposed resources appear sufficient to implement the project;
- The timing of expenditures is consistent with the implementation plan;
- The project appears feasible within the amount requested; and
- The budget does not depend on unidentified or speculative resources.

ii. Reasonableness and Support for Proposed Costs — 50 Points

Evaluators will consider whether:

- Major budget categories and cost assumptions are clearly explained;
- The basis used to estimate significant costs is reasonable and credible;

- Proposed costs appear necessary and proportionate to the activities described;
- Significant, unusual, or one-time costs are adequately supported;
- Costs do not appear excessive, duplicative, unsupported, or unnecessary; and
- Costs requiring prior approval are clearly identified.

iii. Cost-Effectiveness and Overall Value — 50 Points

Evaluators will consider whether:

- The proposed investment is proportionate to the anticipated reach, benefits, and outcomes;
- The project makes efficient use of RHIF funds;
- The budget supports meaningful and sustainable results;
- Other funding, reimbursement, or in-kind resources are appropriately leveraged;
- The proposal avoids duplication or supplantation; and
- The project is likely to create lasting value relative to the amount requested.

Cost-effectiveness will be evaluated within the context of each proposed project. HCA will not require a uniform cost-per-participant or similar measure when it would not provide a meaningful comparison across different project types.

6. Optional In-Person Presentation — 50 Points

HCA may invite selected Finalists to participate in an in-person presentation and question-and-answer session. Whether presentations are held is at the sole discretion of HCA and the Evaluation Committee. If presentations are held, all invited Finalists will receive substantially the same presentation instructions, time allocation, and pre-provided questions. HCA may also ask project-specific or follow-up questions necessary to clarify or better understand a proposal.

The presentation will be evaluated as follows:

a. Responsiveness to Evaluation Committee Questions — 30 Points

Evaluators will consider the completeness, clarity, relevance, and substance of the Finalist's responses to the pre-provided and follow-up questions. Evaluators may also consider whether the responses:

- Demonstrate a strong understanding of the proposed project and identified need;
- Address questions, concerns, risks, or areas requiring clarification;
- Are consistent with the submitted proposal; and
- Demonstrate the Finalist's readiness and ability to implement the proposed project.

b. Overall Presentation — 20 Points

Evaluators will consider the overall quality and effectiveness of the presentation, including:

- Clarity and organization;
- Knowledge and preparedness of the presenting team;
- Communication, collaboration, and responsiveness;
- Demonstrated command of the project, implementation approach, budget, outcomes, and sustainability plan; and
- Overall confidence in the Finalist's ability to successfully implement the proposed project.

The presentation may clarify or expand upon information included in the submitted proposal but may not be used to materially change the proposed project, scope, budget, partners, or other material terms unless HCA expressly requests or authorizes revisions.

HCA may require proposed key personnel or other individuals expected to have a significant role in project implementation to participate. Failure of an invited Finalist to participate in a required presentation may result in removal from further consideration.

C. EVALUATION PROCESS

The evaluation process may include the following phases:

1. **Phase 1: Mandatory Business Specification Review.** HCA will review proposals for timely submission, completeness, required forms, Mandatory Business Specifications, and other threshold requirements. Proposals that do not satisfy mandatory requirements may be deemed nonresponsive and removed from further consideration.
2. **Phase 2: Technical Specification and Workplan Evaluation.** Responsive proposals will be reviewed and scored based on the Technical Specification and Project Workplan evaluation factors identified in Section V.B.
3. **Phase 3: Cost Proposal Evaluation.** HCA will review and score Cost Proposals for completeness, internal consistency, reasonableness, necessity, allowability, feasibility, administrative cost compliance, cost-effectiveness, overall value, and alignment with the proposed project and workplan. Cost Proposals will not be evaluated using a lowest-cost formula.
4. **Phase 4: Written Proposal Scoring and Selection of Finalists.** HCA will total the Technical Specification, Project Workplan, and Cost Proposal scores. The Evaluation Committee may identify Finalists for further consideration based on written proposal scores and other considerations permitted under this RFP.
5. **Phase 5: Optional In-Person Presentations.** HCA may invite selected Finalists to participate in an in-person presentation and question-and-answer session. If presentations are held, each Finalist may receive up to 50 additional points in accordance with Section V.B.6.
6. **Phase 6: Best and Final Offers, if Requested.** HCA may request a Best and Final Offer from selected Finalists. HCA will provide written instructions identifying the proposal components that may or must be revised.

A Best and Final Offer will not receive a separate point allocation. Revised information will replace or supplement the corresponding portion of the Finalist's proposal and may be evaluated or rescored under the applicable evaluation factors. Finalists may not revise proposal components that HCA has not authorized for revision.

7. **Phase 7: Final Scoring and Evaluation Committee Recommendation.** If presentations are not held, the maximum available score will be 950 points. If presentations are held, presentation scores will be added to the written proposal scores for a maximum available score of 1,000 points. Any authorized rescoring resulting from a Best and Final Offer will be incorporated into the Finalist's final score.

The Evaluation Committee will prepare its recommendation based on the completed evaluation process.

8. **Phase 8: Award.** HCA will make award decisions based on evaluation results, funding availability, program priorities, geographic distribution, project diversity, portfolio balance, budget reasonableness and allowability, and the best interests of the State.

The following appendices are incorporated into and made part of this RFP. Appendices that require completion will be made available through Submittable and must be completed and submitted in accordance with the instructions provided in the application portal and this RFP.

APPENDIX A: OFFEROR ASSURANCES AND CERTIFICATIONS

Offerors must certify compliance with all applicable federal, State, HCA, and Rural Health Transformation Program requirements. By submitting a proposal, the Offeror certifies that it is authorized to submit the proposal, accept public funds, enter into a contract with HCA, and comply with all requirements applicable to the proposed RHIF project.

At a minimum, the Offeror must certify that:

1. The information submitted in the proposal is true, accurate, and complete to the best of the Offeror's knowledge.
2. The Offeror is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal or State programs.
3. The Offeror will comply with applicable federal funding requirements, including 2 CFR Part 200, the CMS RHT Program cooperative agreement, the Notice of Award, the Notice of Funding Opportunity, and any applicable CMS, HHS, HCA, or State requirements.
4. RHIF funds will be used only for allowable costs that are necessary, reasonable, allocable, included in the HCA-approved budget, and directly tied to approved project activities.
5. RHIF funds will not be used to supplant existing funding, provide unrestricted subsidies, or pay for costs prohibited by federal or State requirements.
6. RHIF funds will not be used for services, activities, or costs that are reimbursable through Medicaid, Medicare, private insurance, or another payer, unless expressly approved by HCA and allowable under applicable requirements.
7. The Offeror will maintain financial management systems, internal controls, records, and documentation sufficient to support monitoring, audit, reporting, and closeout.
8. The Offeror will comply with all applicable reporting, performance measurement, financial documentation, record retention, monitoring, audit, corrective action, and closeout requirements.
9. The Offeror will comply with applicable nondiscrimination, civil rights, accessibility, confidentiality, privacy, and data protection requirements.
10. The Offeror will disclose actual, potential, or perceived conflicts of interest and will comply with all conflict-of-interest requirements applicable to this procurement and any resulting contract.

11. The Offeror will disclose matters that may affect responsibility, financial stability, or ability to perform, including debarment, suspension, criminal or civil judgments, delinquent taxes, pending or recent bankruptcy matters, pending or recent lawsuits, current investigations, or other matters required by HCA, applicable law, or federal funding requirements.
12. The Offeror will ensure that any approved partners, subcontractors, vendors, consultants, or collaborators comply with applicable contract, reporting, documentation, confidentiality, federal, State, and HCA requirements.
13. The Offeror will not make material changes to the approved scope, budget, project workplan, timeline, partners, subcontractors, vendors, consultants, staffing, performance measures, or approved activities without prior written HCA approval.
14. The Offeror understands that total Administrative Costs are subject to the applicable RHT Program limit for each CMS Budget Period. HCA may establish or enforce a lower award-level limit to maintain compliance with the statewide Administrative Cost cap. The Offeror will separately identify Direct Administrative Costs and Indirect Costs and acknowledges that HCA retains final authority to classify and approve proposed costs.
15. The Offeror acknowledges that HCA retains final authority to determine whether a proposed or incurred cost is classified as an Administrative Cost, Direct Administrative Cost, Indirect Cost, Direct Program Delivery Cost, Shared or Mixed-Function Cost, or another applicable cost category, and to determine whether the cost is allowable and approved for RHIF funding.
16. The Offeror understands that HCA may require additional assurances, certifications, disclosures, documentation, or contract terms before award or during the contract term.

Other Funding and Non-Duplication Certification

By submitting a proposal, the Offeror certifies that:

1. All other funding, reimbursement, donated resources, or in-kind contributions supporting the proposed project have been disclosed in the proposal;
2. RHIF funds will not duplicate or replace another available funding or reimbursement source;
3. RHIF funds will not be used for services or costs reimbursable through Medicaid, Medicare, commercial insurance, or another payer, unless expressly identified and approved by HCA;
4. RHIF funds will not be used to satisfy a required match or non-federal share obligation; and
5. No cost charged to RHIF will also be charged to or reimbursed by another grant, contract, award, payer, or funding source. The Offeror must disclose any pending or anticipated funding request that may support the same project activities or costs and must notify HCA if another source of funding becomes available.

The Offeror agrees to notify HCA of any material change in other funding or reimbursement available for the proposed project.

By selecting the Certifications checkbox in the Initial Information Form in Submittable, the Offeror acknowledges that it has reviewed Appendix A and certifies its agreement with all applicable Offeror Assurances and Certifications contained in this appendix. The individual completing the certification must be authorized to make these certifications on behalf of the Offeror.

APPENDIX B: RHIF COST PROPOSAL TEMPLATE

Offerors must complete the required **RHIF Cost Proposal Template**, available at the link below:

https://www.hca.nm.gov/wp-content/uploads/RFP27-630-1000-0004_RHIF_Cost_Proposal_Template_Final.xlsx

The completed Excel workbook must be uploaded through Submittable in the format provided. Offerors must not alter the workbook structure, formulas, tabs, or required cost categories.

The workbook requires applicants to provide:

- A Cost Proposal Summary;
- A Staffing Cost Summary;
- An Administrative Cost Summary;
- A CMS-Limited Cost Summary; and
- A Supporting Documents Index.

All required budget narratives, explanations, and basis-of-estimate responses must be completed directly in Submittable and should not be added to the Excel workbook.

Proposed costs must cover the anticipated project period from October 2026 through September 2027 and must be entered in the State fiscal-year quarter in which the cost is expected to be incurred.

A detailed line-item budget is not required with the proposal. Offerors selected for award will be required to provide a detailed line-item budget and supporting cost documentation during contract development.

Submission or evaluation of a proposed cost does not constitute approval. HCA retains final authority to classify proposed costs, determine cost allowability and reasonableness, require supporting documentation, and approve the final project budget.

APPENDIX C: REFERENCE REQUIREMENTS AND ORGANIZATIONAL REFERENCE QUESTIONNAIRE

A. Reference Requirements

Offerors must provide three organizational references for the Lead Offeror. References should have direct knowledge of the Lead Offeror's experience, performance, organizational capacity, and ability to perform work relevant to the proposed RHIF project.

The Offeror must identify each organizational reference in Proposal Content Form 2 in Submittable.

After the Offeror enters the required reference contact information, the Organizational Reference Questionnaire will be sent to each reference using the email address provided by the Offeror.

Each reference must complete and submit the Organizational Reference Questionnaire directly through HCA's Submittable portal by the deadline identified in Section II.A, Sequence of Events, or another deadline established by HCA in writing.

The Offeror is responsible for:

1. Providing complete and accurate contact information for each reference;
2. Ensuring that each reference is aware of the request and submission deadline; and
3. Monitoring the status of each reference request in Submittable.

Reference questionnaires submitted by the Offeror on behalf of a reference will not be accepted unless HCA provides alternate written instructions.

Completed questionnaires will become part of the Offeror's proposal and may be considered during proposal evaluation and responsibility review. HCA may contact references to verify or clarify information and may consider prior HCA experience with the Offeror or other reliable performance information.

Failure to identify three organizational references may result in the proposal being deemed nonresponsive. Failure of one or more references to submit a completed questionnaire may affect the evaluation of the proposal.

B. Organizational Reference Questionnaire

Each reference will be asked to provide the following information:

1. Reference organization name.
2. Reference contact name.
3. Reference contact title.
4. Reference contact email address.
5. Reference contact phone number.
6. Name of the Offeror for whom the reference is being provided.
7. A description of the contract, grant, project, services, or other work performed by the Offeror.
8. The dates or period during which the work was performed.
9. The approximate dollar value of the work, if known and appropriate to disclose.
10. A description of how the work is similar or relevant to the proposed RHIF project.

11. Whether the Offeror completed the work on time, met applicable quality expectations, and performed in accordance with applicable requirements.
12. An assessment of the Offeror’s staffing, management, financial, administrative, and technical capacity to perform the work.
13. An assessment of the Offeror’s communication, responsiveness, collaboration, reporting, invoicing, and compliance with applicable contract, grant, or project requirements.
14. A description of any significant concerns, performance issues, corrective actions, or unresolved matters, whether the reference would work with or recommend the Offeror again, and any additional information HCA should consider.

APPENDIX D: ANTICIPATED CONTRACT REQUIREMENTS AND DELIVERABLES

The approved proposal will form the basis of the Contractor’s project-specific Scope of Work, including the approved project design, service area, target population, implementation approach, workplan, budget, performance measures, sustainability commitments, reporting requirements, and other terms required by HCA.

The requirements and anticipated timing below are provided for planning purposes. HCA may revise, add, remove, combine, or sequence requirements and deliverables based on the approved project, contract terms, federal requirements, funding availability, project readiness, monitoring needs, and other program considerations.

A. Contract-Development Requirements

Selected Offerors must provide the following information during contract development and before contract execution, unless HCA establishes another deadline.

Requirement	Purpose	Anticipated Timing
Final Scope of Work	Documents the approved RHIF project, required activities, deliverables, roles, milestones, implementation expectations, and other project-specific requirements.	Before contract execution
Detailed Line-Item Budget	Provides position-, item-, service-, and activity-level detail supporting the approved RHIF award, including quantities, rates, levels of effort, cost classifications, and bases of estimate.	Before contract execution
Budget Supporting Documentation	Supports HCA review of cost reasonableness, allowability, allocation, and classification and may include quotes, pricing documentation, indirect cost rate documentation, cost-allocation	Before contract execution or as directed by HCA

	methodologies, and subcontractor or partner budgets.	
CMS-Limited Cost and Prior-Approval Documentation	Provides information required for HCA or CMS review of Equipment, Provider Payments, Category J expenditures, Minor Renovations or Alterations, Electronic Medical Record replacement, or other restricted or prior-approval costs.	Before approval or obligation of the applicable cost
Final Implementation Workplan	Updates the proposed workplan to reflect the final approved scope, budget, project period, activities, responsible parties, milestones, outputs, dependencies, and risks.	Before contract execution or within 30 days after contract execution, as directed by HCA
Final Performance Measures and Reporting Plan	Identifies approved outputs, outcomes, baselines when available, targets, data sources, reporting frequency, validation methods, and responsible parties.	Before contract execution or within 30 days after contract execution, as directed by HCA

Selection for award does not constitute approval of the proposed budget or any individual cost. HCA may require proposed costs to be clarified, reclassified, reduced, removed, deferred, or realigned before approving the final budget.

B. Anticipated Contract Deliverables

Deliverable	Purpose	Anticipated Timing
Project Start-Up Report	Confirms project readiness, staffing, partner coordination, implementation status, initial risks, and any changes affecting the approved timeline.	Within 30 days after contract execution or as directed by HCA
Programmatic Progress Reports	Reports progress against approved activities, milestones, outputs, outcomes, performance measures, implementation risks, corrective actions, and upcoming activities.	Quarterly or as directed by HCA
Financial Reports and Invoices	Documents expenditures, budget status, cost-category variances, administrative costs, CMS-	Quarterly, with invoices, or as directed by HCA

	limited costs, other funding, and supporting financial information required by HCA.	
Updated Workplan and Risk Information	Documents approved schedule changes, implementation dependencies, risks, mitigation activities, and corrective actions.	With progress reports or as directed by HCA
Sustainability Plan Update	Refines the sustainability approach included in the proposal and identifies operational, financial, staffing, partnership, reimbursement, technology, or other actions needed to maintain the project’s benefits after RHIF funding ends.	At a milestone established in the final contract
Additional Performance, Evaluation, or Federal Reporting Information	Provides information needed for HCA oversight, program evaluation, CMS reporting, audit, or other State or federal requirements.	As directed by HCA
Final Closeout Report	Summarizes implementation, expenditures, outputs, outcomes, lessons learned, sustainability status, asset or Equipment disposition, unresolved obligations, and other closeout information required by HCA.	At contract closeout or as directed by HCA

All deliverables are subject to HCA review and approval. The Contractor must respond to requests for clarification, correction, additional documentation, or revision within the timeframe established by HCA.

HCA may, at its discretion, add, revise, combine, sequence, or remove deliverables and may establish additional project-specific, monitoring, reporting, corrective-action, evaluation, or federal compliance requirements during contract development or throughout the contract term.

APPENDIX E: STANDARD CONTRACT TERMS AND CONDITIONS

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: _____

Date: _____

Agency

By: _____

Date: _____

Agency's Legal Counsel – Certifying legal sufficiency

By: _____

Date: _____

Agency's Chief Financial Officer

By: _____

Date: _____

Contractor

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

ID Number: 00-000000-00-0

By: _____

Date: _____

Taxation and Revenue Department

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

By: _____

Date: _____

GSD/SPD Contracts Review Bureau

APPENDIX F: 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)

	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 H: RHIF PROJECT WORKPLAN TEMPLATE

Offerors must complete the required RHIF Project Workplan Template, available at the link below:

https://www.hca.nm.gov/wp-content/uploads/APPENDIX-H_RFP27-630-1000-0004-Workplan_Template_Final.xlsx

The completed Excel workbook must be uploaded through Submittable in the format provided.

The workplan must cover the anticipated project period from October 2026 through September 2027 and must identify the proposed project goals, key tasks or activities, responsible owners and partners, applicable project quarters, and significant dependencies, risks, and mitigation strategies.

Line items may be added or edited as needed to reflect the proposed project. Offerors must retain the required columns and quarterly structure of the template.

The completed workplan must be consistent with the Project Narrative, Implementation Approach, Cost Proposal, performance measures, and Sustainability Plan.