

ISSUED BY  
The New Mexico Human Services Department



Request For Proposals (RFP)

For

PRIMARY CARE TRAINING & RECRUITMENT

**RFP # 14-630-8000-0002**

State Of New Mexico  
Human Services Department  
P.O. Box 2348  
Santa Fe, New Mexico 87504-2348  
Sidonie Squier, Secretary

ISSUE DATE 1/22/14

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# **I. INTRODUCTION**

## **A. PURPOSE OF THIS RFP and GENERAL INFORMATION**

The purpose of this Request for Proposals (RFP) is to establish a contract through competitive negotiations for the procurement of professional services for primary care training and recruitment in New Mexico.

## **B. BACKGROUND INFORMATION**

The New Mexico Human Services Department (HSD), through its Medical Assistance Division (MAD), is requesting proposals for a Primary Care Training Consortium (PCTC) or PCTC-like entity to assist HSD in meeting the requirements of 2013 HB 2. Specifically, the HSD is seeking an organization to support and enhance primary care training in New Mexico through the following activities:

- Develop, implement, and manage services that support and enhance training for Primary Care providers in NM;
- Provide workforce development in the Primary Care field in identified high needs areas throughout NM;
- Conduct medical student recruitment activities with all four accredited NM family medicine programs;
- Assist MAD in reviewing existing Medicaid Graduate Medical Education policy to ensure the greatest opportunities for supporting the training of Primary Care providers in NM;
- Provide outreach and technical assistance for the recruitment and training of new Primary Care providers in NM, especially in non-institutional settings.

The purpose of this RFP is to select an Offeror that has the capacity, experience and expertise to perform the requirements described in this RFP. While it is HSD's intention to implement all of the programs listed in this RFP, HSD may, at its discretion, modify or delay certain functions of this RFP and/or Contract for this work.

## **C. SUMMARY SCOPE OF WORK**

HSD requests proposals to plan and implement Primary Care Training and Recruitment programs that will encourage New Mexico students to enter health professions and, upon graduation, be available to provide primary care services in rural and frontier areas throughout New Mexico. HSD seeks an Offeror from New Mexico that has the capacity, experience, and expertise in Primary Care Training and Recruitment, and who is familiar with healthcare delivery in New Mexico, including rural and frontier communities.

The successful Offeror is expected to commit to working with HSD to fulfill the requirements of this RFP and Scope of Work noted in the attached sample contract (Appendix C).

## **D. SCOPE OF PROCUREMENT**

The scope of the procurement shall encompass the requirements set forth in the attached Scope of Work within the attached sample professional services contract (sample in Appendix

C of this RFP). This procurement will result in a single source award. Approval of the contract by HSD must be obtained before the effective date.

The initial term of the contract will end on June 30, 2014 (end of FY14), with possible renegotiation of the contractual terms for the purpose of continuing the services described in this RFP and adding additional services and funding for additional years *if funding is authorized*. Only when funded, authorized, and approved by the HSD Secretary can the contract exceed the initial term.

## **E. OFFEROR QUALIFICATIONS and CONFLICT OF INTEREST**

This RFP is open to any Offeror capable of performing the work described in Section V, Technical Requirements, subject to the following stipulations:

- An Offeror shall be a Primary Care Training Consortium (PCTC) or a PCTC-like entity based in New Mexico.
- Pursuant to the Governmental Conduct Act, NMSA 1978, 10-16-1 et. seq., an Offeror shall have no direct or indirect interest that conflicts with the performance of services covered under this Contract;
- Pursuant to NMSA 1978, § 13-19-191, § 30-24-2, and § 30-41-1 through § 30-41-3, an Offeror shall not provide or offer bribes, gratuities, or kickbacks to applicable State personnel;
- An Offeror shall ensure that it will comply with the New Mexico Governmental Conduct Act, NMSA 1978, 10-16-1 et seq.;
- An Offeror shall complete any and all required disclosure forms, including but not limited to campaign disclosure forms and other attestations; and
- An Offeror accepts the burden of presenting sufficient assurance to HSD that awarding the Contract to the Offeror shall not create a conflict of interest.

## **F. PROCUREMENT MANAGER**

1. HSD has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below:

**Daniel Clavio**  
**Procurement Manager**  
**New Mexico Human Services Department**  
**Medical Assistance Division**  
**P. O. Box 2348**  
**Santa Fe, NM 87504-2348**  
**Phone: 505-827-1345**  
**Fax: 505-827-3185**  
**Email: Daniel.Clavio@state.nm.us**

2. For hand deliveries or express mail deliveries, the following address may be used:

**Daniel Clavio**  
**New Mexico Human Services Department**  
**Medical Assistance Division**  
**Ark Plaza**  
**2025 South Pacheco Street**  
**Santa Fe, NM 87505**

3. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of HSD.

## **G. DEFINITION OF TERMINOLOGY**

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

**Agency** means the NM Human Services Department.

**Approval** means a review authorization based on the recipient meeting the clinical or state-approved criteria for the requested Medicaid service(s) or level of care.

**Award** means the final execution of the contract document.

**COB** ("Close of Business") means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

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

**Contract Manager** means the individual selected by HSD to monitor and manage all aspects of the contract resulting from this RFP.

**Contractor** means the party to the contract that will perform the task(s) outlined in the scope of procurement detailed in this RFP.

**Day** means business day unless otherwise specified.

**Delegation** means a formal process which gives an entity the authority to perform certain functions on an entity's behalf while retaining full accountability for the delegated functions.

**Deliverable** means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

**Desirable** – the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

**Evaluation Committee** means a body appointed by HSD management to perform the evaluation of Offeror proposals.

**Evaluation Committee Report** means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the HSD Secretary for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

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

**Fraud** means an intentional deception or misrepresentation made by an entity or person with the knowledge that the deception could result in some unauthorized benefit to himself or to some other previously described entity or person. It includes any act that constitutes fraud under applicable federal or state law.

**HIPAA** means the Health Insurance Portability and Accountability Act of 2014.

**Human Services Department (HSD)** means the sole executive department in New Mexico responsible for the administration of Title XIX (Medicaid).

**Mandatory** means a compulsory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal. This term is used interchangeably with “must,” “shall,” “will”.

**Medicaid** means the medical assistance program authorized under Title XIX of the Social Security Act or its successors, available to New Mexico residents who meet specific eligibility requirements.

**Offeror** means any person, corporation, or partnership that submits a proposal.

**Primary Care Training Consortium (PCTC)** means an organization approved by NMHSD with experience and expertise in providing training and recruitment for and about the primary care healthcare field.

**Procurement Manager** means the person or designee authorized by HSD to manage or administer a procurement that requires the evaluation of competitive sealed proposals.

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

**Responsible Offeror** means an Offeror that submits a responsive proposal and that has furnished, when required, information and data to prove that its financial resources production, or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

**Responsive Offer or Responsive Proposal** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

**Solicited and Awarded** means an Invitation to Bid (ITB) or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

**Solicitations** means ITBs and RFPs.

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

**Staff** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

**State** (or "**the State**") means the State of New Mexico.

**State Agency** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. "State agency" includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

**State Purchasing Agent** means the director of the purchasing division of the General Services Department.

**Subcontract** means a written agreement between a contractor and a third party, or between a third party subcontractor and another subcontractor, to provide services.

**Subcontractor** means a third party who contracts with a contractor or a subcontractor for the provision of services.

## **H. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions:

<http://www.generalservices.state.nm.us/statepurchasing/>

Other documents related to this RFP are:

Authorization and funding bill, 2013 HB 2, pages 114 &115:

<http://www.nmlegis.gov/Sessions/13%20Regular/final/HB0002.pdf>

Items not available online will be available in hard copy in the Medical Assistance Division Building located at 2025 South Pacheco, Santa Fe, New Mexico 87505. Offerors are encouraged to review the material contained in the online Procurement Library, or when necessary, to contact the Procurement Manager and schedule an appointment to view hard copy material. Offerors are welcome to take notes in the Procurement Library, however all materials are available for review only and may not be copied or removed from the library. Other copies will not be made available.

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

	<b>Action</b>	<b>Responsibility</b>	<b>Date*</b>
1.	Issue of RFP, begin Advertising RFP	Agency	January 22, 2014
2.	Acknowledgement of Receipt Form Due	Potential Offerors	January 28, 2014
3.	Deadline for Submission of Proposal	Offerors	February 4, 2014
4.	Proposal Evaluation	Evaluation Committee	February 4-7, 2014
5.	Finalize Contract	Agency/Offeror	February 11, 2014
6.	Contract Award	Agency	February 12, 2014
7.	Protest Deadline	Offerors	15 calendar days after contract award notice

*\* Dates subject to change at the discretion of the Department*

### B. EXPLANATION OF EVENTS

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

#### 1. Issuance of RFP

This RFP is being issued by HSD/MAD. Potential Offerors may obtain a copy of the RFP from the Procurement Manager. The RFP may also be obtained from the HSD website [http://www.hsd.state.nm.us/Public\\_Information\\_and\\_Communications.aspx](http://www.hsd.state.nm.us/Public_Information_and_Communications.aspx)

#### 2. Acknowledgement of Receipt Form

Potential Offerors should hand deliver or return by facsimile or by registered or certified mail or scanned and attached to email, the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their organizations placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the deadline as stated in Section II, Paragraph A. Failure to return this form shall preclude the potential Offeror

organization's name from appearing on the procurement distribution list, and receiving materials. This will not restrict potential Offerors from submitting proposals.

### **3. Submission of Proposals**

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 pm MOUNTAIN DAYLIGHT TIME ON AS STATED IN SECTION II. A. SEQUENCE OF EVENTS.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph F. Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the "Third Party Assessment" Request for Proposals. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Offerors that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

### **4. Proposal Evaluation**

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. The evaluation process will take place from as stated in Section II. A. Sequence of Events. During this time, the Procurement Manager may, at his option, initiate discussion with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

### **5. Finalize Contractual Agreements**

The contract will be finalized with the most advantageous Offeror by as stated in Section II. A. Sequence of Events. In the event that mutually agreeable terms cannot be reached within the time specified, HSD reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or to cancel the award.

### **6. Contract Award**

After review of the Evaluation Committee Report, the recommendation of HSD management, and the signed contract, HSD will award the contract on as stated in Section II. A. Sequence of Events. This date is subject to change at the discretion of HSD.

This contract shall be awarded to the Offeror whose proposal is most advantageous to the State of New Mexico and the NMHSD/MAD, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

### **7. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. The fifteen (15) calendar day protest period for responsive Offerors shall begin on the day after notification of

the contract award and will end as of close of business as stated in Section II, Paragraph A. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Secretary. The protest must be physically delivered no later than 5:00 pm Mountain Standard Time on the 15th day of protest period to:

Raymond W. Mensack  
Office of General Counsel  
Pollon Plaza  
2009 South Pacheco  
Santa Fe, New Mexico 87505

Mailing Address:  
P.O. Box 2348  
Santa Fe, New Mexico 87504-2348

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-99 and the Procurement Regulations, 1.4.1 NMAC.

### **1. Acceptance of Conditions Governing the Procurement**

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

### **2. Incurring Cost**

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

### **3. Prime Contractor Responsibility**

Any contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with HSD. HSD will make contract payments only to the prime contractor.

### **4. Subcontractors/Consent**

Use of subcontractors is allowed but must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

### **5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Amended proposals must be complete replacements for previously submitted proposals and must be clearly identified as such in the transmittal letter. HSD personnel will not merge, collage, or assemble proposal materials.

#### **6. Offeror's Rights to Withdraw Proposal**

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

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

#### **7. Proposal Offer Firm**

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

#### **8. Disclosure of Proposal Contents**

- A. Proposals will be kept confidential until negotiations and award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
  - 1. confidential financial information concerning the Offeror's organization;
  - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978.
  - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

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

#### **9. No Obligation**

The procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities.

#### **10. Termination**

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

**11. Sufficient Appropriation**

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

**12. Legal Review**

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

**13. Governing Law**

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

**14. Basis for Proposal**

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

**15. Contract Terms and Conditions**

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

Should an Offeror object to any of HSD's terms and conditions, as contained in this Section or in Appendix C (sample Contract), that Offeror must propose specific alternative language. HSD may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to HSD and will result in disqualification of the Offeror's proposal.

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

**16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with HSD.

**17. Contract Deviations**

Any additional terms and conditions that may be the subject of negotiation will be discussed only between HSD and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

**18. Offeror Qualifications**

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

**19. Right to Waive Minor Irregularities**

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

**20. Change in Contractor Representatives**

HSD reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of HSD, meeting its needs adequately.

**21. Notice of Penalties**

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

**22. HSD Rights**

HSD reserves the right to accept all or a portion of an Offeror's proposal including the right to purchase software or services from SPA approved price agreements.

**23. Right to Publish**

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

**24. Ownership of Proposals**

All documents submitted in response to the RFP shall become the property of HSD and the State of New Mexico.

**25. Confidentiality**

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

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

**26. Electronic Mail Address Required**

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

**27. Use of Electronic Versions of this RFP**

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

**28. New Mexico Employees Health Coverage**

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information  
<http://insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

**29. Campaign Contribution Disclosure Form**

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

**30. Pay Equity Reporting Requirements**

- A. If an Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract.

- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.”

**31. Disclosure Regarding Responsibility**

- A. Any prospective Bidder/Offeror (hereafter Offeror) and any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:
  - 1. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
  - 2. Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public ( federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
  - 3. Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
  - 4. Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied.
    - a) Taxes are considered delinquent if both of the following criteria apply:
      - 1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
      - 2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due

and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

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

### **32. Conflict of Interest; Governmental Conduct Act**

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

## **III. RESPONSE FORMAT AND ORGANIZATION**

**Failure to conform to format and organization may lead to disqualification of any submitted proposal.**

**A. NUMBER OF RESPONSES**

Offerors shall submit only one (1) proposal. Alternative proposals will not be accepted. A compliant proposal includes the following: 1) Narrative Response, including: Mandatory Requirements, 2) Technical Requirements, 3) Operational Plan, 4) Experience and Qualifications; and 5) a Cost proposal.

**B. NUMBER OF COPIES**

Offerors shall provide one (1) original hardcopy proposal plus three (3) complete and identical photocopies for a total of four (4) copies. The original proposal must contain original signatures and be marked “Original”. The hardcopy submission must also include a scanned electronic copy of the complete proposal. The electronic submission may be on a disk enclosed in a protective casing or on a flash-drive. Proposals must be submitted to the location specified in Section I, on or before the closing date and time for receipt of proposals.

**C. PROPOSAL FORMAT and ORGANIZATION**

All proposals must be typewritten on standard 8 ½” x 11” paper, paginated, and placed in sturdy binders with tabs delineating each section. The pages should have one-inch margins, and the font size shall be no smaller than Times New Roman12. Larger paper (up to 11” x 17”) and smaller fonts are permissible for charts, spreadsheets, diagrams, etc. The outside of each binder must identify the Offeror, specify that the offer is in response to RFP #14-630-4000-0001 and is tabbed in sections as: **Binder 1 (Narrative Response):** 1) Mandatory Requirements; 2) Technical Requirements; 3) Operational Plan Proposal; and **Binder 2 (Cost):** Cost Proposal.

**1. Proposal Content and Organization**

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

**Technical Proposal (Binder 1):**

- a) Signed Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response Narrative (*except cost information which shall be included in Cost Proposal/Binder 2 only*):
  - Mandatory Requirements
  - Technical Requirements
  - Operational Plan
  - Experience & Qualifications
- e) Signed Campaign Contribution Disclosure Form
- f) Signed Employee Health Coverage Form
- g) Resident Veterans Preference Certification (If applicable)
- h) Other Supporting Material (Optional)

**Cost Proposal (Binder 2):** Completed Cost Response Form

All proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror’s ability to meet the requirements of this RFP. Proposals

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

The entire proposal shall be submitted in two (2) tabbed binders consisting of: **Binder 1, Response Narrative:** 1) Mandatory Requirements, 2) Technical Requirements, 3) Operational Plan proposal, 4) Experience and Qualifications; and, **Binder 2: Cost Proposal.**

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

**Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.**

Each binder must include the following:

***Table of Contents***

The first page of each binder must be the table of contents. It must contain a list of all sections of the proposal in the binder and the corresponding page numbers.

***Page Numbers***

The pages in each binder must be numbered sequentially and must include the proposal type (e.g. Mandatory Response – pg. 1).

***Dividers (Tabs)***

Each section of each binder shall be separated by a divider tab and contain all information requested in this RFP.

**2. Letter of Transmittal**

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX F which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than [2] above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content (if different than [2] above).
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.

**IV. SPECIFICATIONS**

## **A. RESPONSE NARRATIVE**

Offerors should respond in the form of a thorough narrative to each specification noted below, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

### **1. Mandatory Requirements**

The Offeror is a New Mexico organization and is familiar with primary health care delivery system in New Mexico.

### **2. Technical Requirements**

The Offeror has submitted all required forms and information;

### **3. Operational Plan**

The Offeror has submitted a thorough, realistic and well-thought-out Operational Plan for the implementation of this project;

### **4. Experience, Qualifications, Performance and Readiness**

The Offeror is a PCTC or PCTC-like entity with experience and expertise managing primary care training and recruitment services and programs identified within this RFP and appendices.

Provide a description of experience in the Primary Care field in New Mexico and relevant to the goals of this RFP. The experience of all proposed subcontractors must also be described. The narrative **must** thoroughly describe the Offeror's expertise for similar work and must include the extent of its experience, expertise and knowledge as a provider of Primary Care recruitment and training.

Describe another successful project (or on-going work) in the training and recruitment of Primary Care providers in New Mexico. Include how this experience improved the Offeror's services in this area.

Demonstrate the ability to undertake and implement all services identified in this RFP and the sample contract (Appendix C).

### **5. Cost Proposal**

The Offeror's cost proposal for the development and implementation of the services noted in the RFP and Appendices is realistic, reasonable and thorough.

## **B. ADDITIONAL RESPONSE REQUIREMENTS**

### **1. Cost**

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be evaluated as being thorough, reasonable, and realistic for the services provided. All charges listed on APPENDIX D must be justified and evidence of need must be documented in the proposal.

### **2. Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of 13-1-21 NMSA (as amended), Offerors must include a copy of their preference certificate in this

section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX H) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

### **3. Financial Stability**

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

### **4. Letter of Transmittal Form**

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX F. The form **must** be completed and must be signed by the person authorized to obligate the company.

### **5. Business References**

Offerors shall provide a minimum of three (3) references from similar projects in the Primary Care recruitment and training field within the last five years. **Offerors are required to submit APPENDIX G, Reference Form, to the business references they list. The business references must submit the Reference Form directly to the Procurement Manager described in Section I.** It is the Offeror's responsibility to ensure the completed forms are received on or before the proposal submission deadline for inclusion in the evaluation process. Business references that are not received, or that are not complete, may adversely affect the vendor's score in the evaluation process. The [Evaluation Committee](#) may contact any or all business references for validation of information submitted. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

### **6. Campaign Contribution Disclosure Form**

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

### **7. Employee Health Coverage Form**

The Offeror **must** agree with the terms as indicated in APPENDIX E. The unaltered form **must** be completed, signed by the person authorized to obligate the Offeror's firm and submitted with Offeror's proposal.

### **7. Pay Equity Reporting**

The Offeror **must** agree with the requirements of reporting as defined in

Section II.C.30. Report is due at the time of contract award. **A statement of concurrence with this requirement must be included in Offeror's submitted proposal.**

### **8. Oral Presentation**

If selected as a finalist, Offerors **must** agree to provide the Evaluation Committee an opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. **A statement of concurrence must be submitted in the Offeror's proposal.**

## **V. EVALUATION**

### **A. EVALUATION OF PROPOSALS**

HSD will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals shall be reviewed for compliance with the mandatory, technical and cost proposal requirements as stated within the RFP. Proposals deemed non-responsive, missing key elements or received after the deadline shall be eliminated from further consideration and a letter will be generated to the Offeror stating the reason for elimination. The Director of HSD/MAD shall appoint an Evaluation Committee, which shall evaluate each responsive proposal on the basis of its technical merit. HSD reserves the right to use technical advisors in this process who are employees of other State agencies and who have experience in specific areas of this RFP.

### **B. EVALUATION POINT SUMMARY**

The following is a summary of Section VII. specifications identifying points available for each factor. These weighed factors will be used in the evaluation of Offeror proposals. Only finalist Offerors will receive points for an oral presentation.

<b>No.</b>	<b>Evaluation Factor</b>	<b>Points Available</b>
1.	Mandatory Requirements	200
2.	Technical Requirements	200
3.	Operational Plan	200
4.	Experience, Qualifications, Performance, and Readiness	200
5.	Cost Proposal	200
	<b>Total Points Available</b>	<b>1,000</b>

## **C. EVALUATION FACTORS**

Points will be awarded on the basis of the following evaluation factors:

### **9. Mandatory Requirements**

- a. The Offeror is a New Mexico organization;
- b. The Offeror is familiar with primary health care delivery system in New Mexico;

### **10. Technical Requirements**

The Offeror has submitted all required forms and information;

### **11. Operational Plan**

Offeror has submitted a thorough, realistic and well-thought-out Operational Plan for this project;

### **12. Experience, Qualifications, Performance and Readiness**

- a. The Offeror is a PCTC or PCTC-like entity with experience and expertise managing primary care training and recruitment services and programs identified within this RFP and appendices.
- b. The Offeror's demonstrates the ability to undertake and implement all services identified in this RFP and the sample contract (Appendix C).

### **13. Cost Proposal**

The Offeror's cost proposal is realistic, reasonable and thorough.

## **D. EVALUATION PROCESS**

The evaluation process will follow the steps listed below:

1. All Offeror proposals shall be reviewed for compliance with all mandatory requirements stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section B.7.
3. Responsive proposals will be evaluated on the factors in Section V. that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. If oral presentations are scheduled with Finalist Offerors, points awarded from the oral presentations will be added to the previously assigned points to attain final scores.

4. The responsible Offeror whose proposal is most advantageous to HSD, taking into consideration the evaluation factors in Section V, will be recommended for contract award. Please note that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## VII. APPENDICES A – H

### APPENDIX A

#### ACKNOWLEDGEMENT OF RECEIPT FORM REQUEST FOR PROPOSALS

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **as stated in Section II. A. Sequence of Events**. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and HSD's written responses to those questions as well as RFP amendments if any are issued.

**FIRM:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE NO.:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**The name and address indicated above will be used for all correspondence related to this RFP.**

*Firm does/does not (circle one) intend to respond to this RFP.*

RETURN THIS FORM TO:

Daniel Clavio  
Procurement Manager  
Medical Assistance Division  
Human Services Department  
P.O. Box 2348, Santa Fe, NM 87504-2348  
2025 S. Pacheco, Ark Plaza, Santa Fe, 87505  
Attn: Daniel Clavio, Procurement Manager  
505-827-1345

MAIL:

HAND-DELIVER OR EXPRESS MAIL:

FAX:

**APPENDIX B**  
**Campaign Contribution Disclosure Form**

**Campaign Contribution Disclosure Form**

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

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

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

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Title (position)

—OR—

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

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Title (Position)

**APPENDIX C**  
**Sample Contract**

+++++

**State of New Mexico**  
**New Mexico Department of Human Services**  
**Medical Assistance Division**  
**SAMPLE Professional Services Contract**  
*(subject to change, not authorized or approved)*

**for Primary Care Training and Recruitment**

This (sample) contract is entered into by and between the State of New Mexico, Department of Human Services (NMHSD), hereafter referred to as the “Agency”, and \_\_\_\_\_, hereafter referred to as “Contractor”, and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (“DFA”).

It is Agreed between the Parties:

**Scope of Work**

**General Summary:** Plan and implement Primary Care Training and Recruitment programs that will encourage New Mexico students to enter health professions and, upon graduation, be available to provide primary care services in rural and frontier areas throughout New Mexico.

*See attached Scope of Work document for details.*

**Compensation**

The total amount payable by the Department to the Contractor during the term of this Agreement (which ends June 30, 2014) shall not exceed \$100,000.00, inclusive of New Mexico Gross Receipts Tax. The work described herein has been funded only for FY14. If additional optional years are subsequently funded to continue this work, the Department may, at its discretion, opt to renew the contract with the Contractor for additional years of work. The actual available budget for each State fiscal year shall be identified by the Department at the time of the optional renewals, and separate agreements or amendments to this agreement will be executed for those subsequent, optional years as/if they are funded, authorized and approved.

The Contractor agrees to submit quarterly invoices to the Department for the work performed during those periods. The invoices will be submitted by the 15<sup>th</sup> of the month following the end of each fiscal quarter. Each of the invoices will list all work done and the deliverables completed during those periods.

The Contractor will be responsible for paying employer and employee portions of FICA, and well as other applicable federal, state, and local taxes.

## Scope of Work

The Contractor shall develop, implement and manage services to support and enhance training and recruiting of Primary Care providers in rural New Mexico to better meet the needs of Centennial Care, the New Mexico Medicaid program, and other New Mexico patients needing low cost / high yield primary care services. The Contractor will encourage rural New Mexico students to enter the health care professions be available, on graduation, to work in rural and frontier New Mexico communities, and to help recruit health care professionals, also to work in rural and frontier New Mexico communities. The Contractor will:

- Develop, implement, and manage services that support and enhance training for Primary Care providers in NM;
- Provide workforce development in the Primary Care field in indentified high needs areas throughout NM;
- Conduct medical student recruitment activities with all four accredited NM family medicine programs;
- Assist MAD in reviewing existing Medicaid Graduate Medical Education policy to ensure the greatest availability of opportunities for supporting the training of Primary Care providers in NM;
- Provide outreach and technical assistance for the recruitment and training of new Primary Care providers in NM, especially in non-institutional settings.

The Contractor shall perform the following work:

1. **Develop and Implement an Annual Operational Plan for Training and Recruiting Primary Health Care Providers in New Mexico.** Provide the NMHSD Medical Assistance Division (MAD) with an annual Operational Plan for the development and implementation of Primary care Provider training and recruiting services, which will include goals, objectives, performance measures, and outcomes (both short-term and long-term), and implement this plan upon the approval of MAD. The Operational Plan shall include:
  - A. Identification of high-need areas where technical assistance is needed or should be continued to support and enhance the training of primary care health professionals through the expansion or development of family medicine residencies and other provider training as indicated by community conditions.
  - B. Development and/or update of any necessary documents, tools, and reports that will be used to support primary care workforce development in high-need areas of New Mexico. All materials will be submitted to MAD for approval prior to dissemination.

- C. Identification of best practice activities that enhance primary care training in high-need areas of New Mexico, including assistance with the development of rural track rotations, expansion of the number of physicians trained in existing programs, and conducting planning and assessment of potential new training locations.
- D. Provision of workforce development activities and services in identified high-need areas throughout New Mexico. These will include:
  - i. Organizing and conducting medical student recruitment activities with all four accredited New Mexico family medicine programs to ensure the highest quality family medicine residents are placed in New Mexico.
  - ii. Conducting a minimum of two recruitment activities with each residency partner per year.
  - iii. Coordinating recruitment site visits during the match process.
  - iv. Developing and producing materials promoting the recruitment of students to training programs in New Mexico.
- E. The Contractor shall coordinate efforts to ensure the highest quality primary care providers by:
  - i. Developing standardized training curriculum in collaboration with NM-based residencies and national resources.
  - ii. Conducting semi-annual or more frequent quality improvement committee meetings among residency program directors and coordinators to ensure compliance with national accreditation standards.
  - iii. Developing materials supporting training based on Quality Improvement (QI) findings, resident and faculty surveys, etc.
- F. The Contractor shall provide ongoing evaluation of its recruitment work:
  - i. Working with each program to interview students/residents to assess strengths and challenges associated with primary care workforce development in rural areas of New Mexico.
  - ii. Providing evaluation methodology to measure success of technical assistance services to support residency and training program development in high needs areas.
- G. The Contractor, as requested, shall assist MAD in reviewing existing Medicaid Graduate Medical Education policy to ensure the greatest opportunity for support of training of primary care providers in NM consistent with policies of the Center for Medicare and Medicaid Services (CMS).

**2. Conduct Outreach and Recruiting Activities for Primary Care Providers in New Mexico, including:**

- A. Identifying students interested in attending residency programs in NM at national conferences and in coordination with the University of NM and regional medical schools and schools of osteopathy.

- B. Identifying the number of activities completed and track interested students and post-graduates in coordination with all Family Medicine residency programs in NM.
- C. Supporting students expressing intent to train in NM and coordinating processes with all programs.
- D. Identifying and providing support to students reporting intent to practice in a rural setting, including pre/post changes in intent based on Contractor activities.
- E. Identifying the number of students reporting intent to practice in that specific rural community, including pre/post changes in intent.
- F. Evaluating student / resident/ preceptor and other satisfaction / opportunities for improvement with program experiences.
- G. The Contractor will develop NM Primary Care Training Consortium promotional materials in support of the recruitment process.
- H. Providing on-site technical assistance to partners and other interested communities. This will include:
  - i. Successful organizational readiness and engagement;
  - ii. Board composition and strategic direction;
  - iii. Staffing capacity and organizational placement;
  - iv. Resource availability;
  - v. Sample planning objectives;
  - vi. Sample job descriptions;
  - vii. Organizational staff and providers as mentors;
  - viii. Support of accreditation processes;
  - ix. Resources for program development and sustainability.
- I. The Contractor will promote successful community readiness and engagement. This will include:
  - i. Assessing interest of community organizations as partners in primary care training;
  - ii. Establishing community provider-based training and rural training track opportunities;
  - iii. Creating tools for program promotion for boards and with students and local organizations.
- J. The Contractor will develop Local Partners network and Affiliation Agreements as determined by development processes, including:
  - i. Universities, technical/vocational schools, and health training programs, including primary care physician residency programs;
  - ii. Local health care providers and hospitals;
  - iii. Regional and statewide partners (UNM, area health education centers, etc.);
  - iv. An assessment tool to help sites identify local and regional partners, and an affiliation agreement template for adaptation by each site.
- K. The Contractor will assist its partners in the development of residential rotations and programs in Community Health Centers and other community health care provider sites.

**3. Provide Analysis and Reporting on Project Activities and Effectiveness, including:**

- A. The Contractor will provide MAD with monthly updates and Quarterly Progress Reports, including goals, objectives, measures, and outcomes (short-term and long-term) beginning 90 days after the finalization of the contract. Contractor will meet with designated MAD staff to review and discuss the Progress Reports as requested. The Progress Reports will consist of the following:
  - i. Executive Summary;
  - ii. Narrative describing progress toward the goals, objectives and outcomes (short-term and long-term) for each contract activity described in the annual Operational Plan(s). The narrative should include tables, lists, handout materials, and presentations (slideshows, etc.) used by the Contractor to perform all contract activities. The report will also include dates, locations, targeted audiences and attendance rosters of all meetings, as well as a list of all follow-up action items used by the Contractor to perform all contract activities;
  - iii. Findings and Reporting Period Accomplishments;
  - iv. Summary and Comparison to past reporting periods performance;
  - v. Recommendations and identification of future areas of focus;
  - vi. Appendix with attachments.
- B. The Contractor will provide MAD with an Annual Final Report within 30 days of the end of the fiscal year that includes reporting on goals, objectives, measures, and outcomes (short-term and long-term). The Final Report will consist of the same sections and topics identified in the quarterly Progress Reports noted above. Contractor will meet with MAD staff to review and discuss the Final Report as requested.

**APPENDIX D**  
**Cost Response Form**

	<b>Primary Care Training and Recruitment</b>	
	<i>FY14 (ending June 30, 2014)</i>	
<b><i>Project Component</i></b>	<b><i>Description and Details (expand as needed)</i></b>	<b><i>Proposed Cost</i></b>
Research, Analysis and Planning		
Training		
Recruitment		
Development of Materials		
Other		
	<b><i>Total annual cost</i></b>	

*include all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section I, paragraph C and the sample Contract (Appendix C and Attachment)*

## APPENDIX E

### NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

(a) 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 no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) 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 no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) 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 no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenemexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX F**  
**Letter of Transmittal Form**

**RFP#:** \_\_\_\_\_

**Offeror Name:** \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

2: For the person authorized by the organization to contractually obligate the organization:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized to negotiate the contract on behalf of the organization:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person to be contacted for clarifications:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of this contract OR

The following sub-contractors will be used in the performance of this contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity with which will be used in the performance of this contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7.  On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2012  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

**Appendix G**  
**Reference Questionnaire Form**

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

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to: **Daniel Clavio, Procurement Manager, New Mexico Human Services Department Medical Assistance Division, P. O. Box 2348, Santa Fe, NM 87504-2348**

**Phone: 505-827-1345 Fax: 505-827-3185**

**Email: Daniel.Clavio@state.nm.us**

by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

**RFP # 14-630-4000-0001 REFERENCE QUESTIONNAIRE**

**FOR:** \_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, Human Services department, Medical Assistance Division, via facsimile or e-mail at:

**Daniel Clavio**  
**Procurement Manager**  
**New Mexico Human Services Department**  
**Medical Assistance Division**  
**P. O. Box 2348**  
**Santa Fe, NM 87504-2348**  
**Phone: 505-827-1345**  
**Fax: 505-827-3185**  
**Email: Daniel.Clavio@state.nm.us**

no later than February 4, 2014, and **must not** be returned to the company requesting the reference.

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

**CONFIDENTIAL INFORMATION WHEN COMPLETED**

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	

QUESTIONS:

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

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

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

COMMENTS:

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

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

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

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

COMMENTS:

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

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

COMMENTS:

6. How satisfied are you with the products or services developed by the vendor?

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

COMMENTS:

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

COMMENTS:

**Appendix H  
Resident Veterans Certificate**

**Resident Veterans Preference Certification**

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

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\* (Date)

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