

**NEW MEXICO DEPARTMENT OF HEALTH**

**REQUEST FOR PROPOSALS (RFP)**

**PROVISION OF HEALTHCARE COALITION  
PREPAREDNESS TASKS IN THE FOUR REGIONS  
OF NEW MEXICO**



**RFP#**

**BHEMHCC2018**

**March 23, 2018**

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# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Offeror(s) that will build and maintain prepared healthcare systems, advance the development and maturation of healthcare coalitions, strengthen regional coordination, and ensure the healthcare system can maintain operations and surge to provide acute medical care during all hazards and emergencies in coordination with the Health Care Coalitions (HCC). Funding is intended to assist the Offeror(s) to demonstrate measurable and sustainable progress toward achieving the public health and healthcare preparedness capabilities and other activities that promote safer and more resilient communities in New Mexico.

The New Mexico Department of Health (Department) Epidemiology and Response Division – Bureau of Health Emergency Management (BHEM) is looking to establish two separate contracts (1. Emergency Response and 2. Ebola Preparedness) with each Offeror(s) within each of the four (4) HCC Regions: (1) Arch-P (Metro Coalition); (2) Region 1 (Northern Coalition) (3) Region 2 (Southwest Coalition); (4) Region 3 (Southeast Coalition). The Department may enter into a contract with one or more Offeror(s) as a result of this RFP.

**Qualified Applicants:** All Offeror(s) must be a local public entity, a tribal entity, a non-profit, or a for-profit agency which will take on the fiduciary responsibilities and oversight of an executive committee who will implement the contractual deliverables described in this RFP.

This RFP will not result in a price agreement with the State of New Mexico.

## B. BACKGROUND INFORMATION

The U.S. Department of Health and Human Services (DHHS), Office of the Assistant Secretary for Preparedness and Response (ASPR), Hospital Preparedness Program (HPP) provides leadership and funding through cooperative agreements to states and territories, to improve surge capacity and enhance community and healthcare system preparedness for emergencies and disasters. The HPP builds and maintains prepared healthcare systems, advances the development and maturation of healthcare coalitions, strengthens regional coordination, and ensures the healthcare system can maintain operations and surge to provide acute medical care during all emergencies and disasters. A prepared healthcare system is capable of “responding” to events, based on risks, threats and vulnerabilities that are identified using a process that allows for input from multiple stakeholders and takes into account for a variety of data sources.

The Healthcare Preparedness Program of the Assistant Secretary for Preparedness and Response defines Health Care Coalition (HCC) as “A formal collaboration among healthcare organizations and public and private partners that is organized to prepare for, respond to, and recover from an emergency, mass casualty or catastrophic event.”

The key components to a Regional HCC are:

- 1) Hospitals
- 2) Emergency Management Services (EMS)
- 3) Emergency Management Organizations

- 4) Public Health Agencies including, but not limited to:
- Behavioral health services and organizations
  - Community Emergency Response Team (CERT) and Medical Reserve Corps (MRC)
  - Dialysis centers and regional Centers for Medicare and Medicaid Services funded end-stage renal disease networks
  - Federal facilities
  - Home health agencies (including home and community-based services)
  - Infrastructure companies (e.g., utility and communication companies)
  - Jurisdictional partners, including cities, counties, and tribes
  - Local chapters of health care professional organizations
  - Medical and device manufacturers and distributors
  - Non-governmental organizations (e.g., American Red Cross, voluntary organizations active in disasters, amateur radio operators, etc.)
  - Outpatient health care delivery
  - Primary care providers, including pediatric and women's health care providers
  - Schools and universities, including academic medical centers
  - Skilled nursing, nursing, and long-term care facilities
  - Support service providers
  - Other (e.g., child care services, dental clinics, social work services, faith-based organizations)

The Offeror(s) under this RFP will support the preparedness planning efforts of the Department by identifying gaps in preparedness, determining specific priorities, developing plans for building and sustaining health care preparedness capabilities, and implementing those plans, thereby establishing a more resilient and better prepared healthcare community. Services are to be fully accessible, well-suited to the unique needs of each HCC Region, and fully integrated into a comprehensive system of related all hazards preparedness activities.

The Offeror(s) must apply for and may be awarded agreements from one to four Healthcare Coalition Regions: (1) **Arch-P** (Metro Coalition); (2) **Region 1** (Northern Coalition) (3) **Region 2** (Southwest Coalition); and (4) **Region 3** (Southeast Coalition).

### **C. SCOPE OF PROCUREMENT**

This RFP covers up to four (4) year period from State Fiscal Year 2019 through State Fiscal Year 2022, starting on July 1, 2018 and ending June 30, 2022. After the initial year, the Department reserves the right to continue funding for up to three (3) additional years, contingent upon sufficient federal funding and satisfactory scope of work performance. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

It is anticipated that the total amount of funding available through this RFP in State Fiscal Year (SFY) 2019 will be approximately:

- i. Six Hundred Thousand Dollars (\$600,000) for Healthcare Coalition Emergency Response; and

- ii. Three Hundred Thirty-Six Thousand Dollars (\$336,000) for Healthcare Coalition Ebola Preparedness.

It is the Department’s intention to award funds in each of the four (4) HCC Regions. Each Offeror will enter into two separate Agreements to receive the funds from each grant program - the Healthcare Coalition Emergency Response program and the Healthcare Coalition Ebola Preparedness program.

Funding Opportunity	Anticipated Funding Available for FY 2019
<b>#1: Healthcare Coalition Emergency Response</b>	Approximately \$600,000 – Regional HCC funding is based on a base award of approximately \$150,000 per Region and a bed availability calculation per region. Available annually.
<b>#2: Healthcare Coalition Ebola Preparedness</b>	Approximately \$336,000 – Regional HCC funding is based on a base award of approximately \$84,000 per region per year, available until 6/30/2020.

**D. PROCUREMENT MANAGER**

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

Name: Marcy Eppler, Procurement Manager/Grant Manager  
 Address: New Mexico Department of Health  
 Epidemiology and Response Division  
 Bureau of Health Emergency Management  
 1301 Siler Rd., Building F  
 Santa Fe, New Mexico 87507

Telephone: (505) 476-8272  
 Fax: (505) 476-8288  
 Email: [Marsha.Eppler2@state.nm.us](mailto:Marsha.Eppler2@state.nm.us)

- 2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of DOH. **Protests of the solicitation or award must be delivered by mail to the Department’s Administrative Services Division (ASD).** **ONLY** protests delivered directly to ASD in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

## E. DEFINITION OF TERMINOLOGY

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

**“After Action Report” (AAR)** means any form of retrospective analysis on a given sequence of goal-oriented actions previously undertaken, generally by the author themselves.

**“Agency”** means the State Purchasing Division of the New Mexico Department of Health, the Agency sponsoring the Procurement action.

**“All Hazards”** means the approach taken that focuses on threats from natural, biological, chemical, and radiological events — PHPR helps the nation prepare for and respond to urgent threats to the public’s health. PHPR carries out its mission by emphasizing accountability through performance, progress through public health science, and collaboration through partnerships.

**“ARCH – P”** mean Albuquerque Regional Coalition for Healthcare Preparedness

**“Assistant Secretary for Preparedness and Response” (ASPR)** means the nation and its communities to respond to and recover from public health and medical disasters and emergencies.

**“Authorized Purchaser”** means an individual authorized by a participating entity to place orders against this contract.

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

**“Bureau of Health Emergency Management” (BHEM)** is the federal grantee receiving the funds directly from ASPR and CDC and is a bureau of the New Mexico Department of Health, Epidemiology and Response Division.

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

**“Cache”** means a collection of items of the same type stored in a hidden or inaccessible place.

**“Capabilities Planning Guide” (CPG)** means the CDC’s Public Health Preparedness Capabilities: National Standards for State and Local Planning a guide that state and local jurisdictions can use to better organize their work, plan their priorities, and decide which capabilities they have the resources to build or sustain. The capabilities also help ensure that federal preparedness funds are directed to priority areas within individual jurisdictions

**“Coalition Assessment Tool” (CAT)** means a simple, online form that will enable HCCs to complete a self-assessment.

**“Centers for Disease Control” (CDC)** means the leading national public health institute of the United States.



**“Centers for Medicare and Medicaid Service” (CMS)** means the federal agency that runs the Medicare Program and monitors Medicaid programs offered by each state.

**“Community Emergency Response Team” (CERT)** program educates volunteers about disaster preparedness for the hazards that may impact their area and trains them in basic disaster response skills.

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

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

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

**“Contractor”** means any business having a contract with a state agency or local public body.

**“Continuity of Operations Plan” (COOP)** means an effort to ensure the continued performance of critical business and government functions during a wide range of potential emergencies.

**“Department”** means the New Mexico Department of Health, the state agency responsible for this RFP.

**“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

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

**“Ebola Response Funding”** means the Supplemental funding provided by the HHS Public Health and Social Services Emergency Fund (PHSSEF).

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

**“Emergencies”** can happen at any moment, and every community in the U.S. must be ready to respond. A pandemic, natural disaster, or chemical or radiological release often strikes without warning.

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

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

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

**“Funding Opportunity Announcement” (FOA)** means a notice in Grants.gov of a federal grant funding opportunity.

**“Health Alert Network” (HAN)** is the CDC's primary method of sharing cleared information about urgent public health incidents with public information officers; federal, state, territorial, and local public health practitioners; clinicians; and public health laboratories.

**“Health Care Coalition” (HCC)** means the four (4) identified Regions in New Mexico known as **Arch-P** (Metro Coalition); **Region 1** (Northern Coalition), **Region 2** (Southwest Coalition); and **Region 3** (Southeast Coalition).

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

**Health Insurance Portability and Accountability Act (HIPPA)** mean the Health Insurance Portability and Accountability Act of 1996, as amended.

**“Department of Health and Human Services” (HSS)** means the department that enhances and protects the health and well-being of all Americans. HSS mission is providing for effective health and human services and fostering advances in medicine, public health, and social services.

**“HITECH Act”** means the Health Information Technology for Economic and Clinical Health Act of 2009.

**“Hospital Preparedness Program (HPP)”** plays a vital role in providing the funding that hospitals and healthcare coalitions need to prepare themselves to respond in emergencies. Learn how hospital preparedness funding has translated to better health outcomes for people across the country in a wide variety of disasters.

**“IT”** means Information Technology.

**“Local Emergency Managers” (LEM)** means the person in the local municipality or area who is skilled in emergency management.

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

**“Medical Reserve Corps” (MRC)** is a national network of local groups of volunteers committed to improving the health, safety, and resiliency of their communities.

**“Memorandum of Understanding” (MOU)** is a nonbinding agreement between two or more parties outlining the terms and details of an understanding, including each parties' requirements and responsibilities. An MOU is often the first stage in the formation of a formal contract.

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

**“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

**“Multi-Year Training and Exercise Plan” (MYTEP)** is a roadmap for the Department of Health to move towards meeting the priorities and capabilities presented in the Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Cooperative Agreement administered by the Centers for Disease Control (CDC) and Prevention and the Office of the Assistant Secretary of Preparedness and Response (ASPR).

**“New Mexico Department of Health” (NMDOH)** is an executive agency within the state of New Mexico.

**“National Incident Management System” (NIMS)** means a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards—regardless of cause, size, location, or complexity—in order to reduce loss of life, property, and harm to the environment.

**“NIMS Compliancy”** is defined as each funded hospital, and the fiscal authority completing the NIMS training record, NIMSCAST tool, and NIMS Compliance Statement. Contractor shall collect the above documents from each hospital coalition member and maintain documents on file for Department review.

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

**“Office of Emergency Management” (OEM)** means the state and local partners who when requested prepare the nation’s healthcare system, and connect people to real-time public health and medical emergency information.

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

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

**“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

**“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

**“Personal Protective Equipment” (PPE)** refers to protective clothing, helmets, goggles, or other garments or equipment designed to protect the wearer's body from injury or infection. The hazards addressed by protective equipment include physical, electrical, heat, chemicals, biohazards, and airborne particulate matter.

**“Public Health Emergency Preparedness Program (PHEP)”** is led by the CDC to prepare and response to activities by providing strategic direction, support, and coordination for activities across CDC as well as with local, state, tribal, national, territorial, and international public health partners.

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

**“Regional Emergency Preparedness Specialists” (REPS)** means a person skilled in emergency preparedness who is located in one of the four Regions of New Mexico

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

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

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

**“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

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

**“State (the State)”** means the State of New Mexico.

**“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or

judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

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

“**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“**Subrecipient**” means the award that is distributed to a third party (subrecipient) by the recipient (pass-through entity) of the original award to conduct a portion of the project work in compliance with the sponsor’s terms and conditions.

“**Technical Resources, Assistance Center, and Information Exchange**” (TRACIE) means a resource for information and technical assistance needs of regional health care coalitions and others working in disaster medicine, healthcare system preparedness, and public health emergency preparedness.

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

“**Written**” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **F. PROCUREMENT LIBRARY**

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

The library contains the information listed below:

- Procurement Regulations and Request for Proposal – RFP instructions: [http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx).
- Health Care Preparedness Program under the U.S. Department of Health & Human Services. 2017 – 2022 Health Care Preparedness and Response Capabilities : <https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>
- ASPR TRACIE: <https://asprtracie.hhs.gov/>
- 2 C.F.R. Part 200: <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf>

- Center for Disease Control and Prevention – Notice of Funding Opportunity (NOFO): <https://www.cdc.gov/grants/applying/find-nofo.html>
- New Mexico Department of Health grant application
- New Mexico Department of Health Notice of Award
- New Mexico Department of Health Subrecipient policy and monitoring requirements

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates Sample Time Frames
1. Issue RFP	NMDOH	March 23, 2018
2. Distribution List	NMDOH	April 3, 2018
3. Pre-Proposal Conference	NMDOH	April 3, 2018
4. Deadline to submit Questions	Potential Offerors	April 5, 2018
5. Response to Written Questions	Procurement Manager	April 9, 2018
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>April 13, 2018</b>
7. Proposal Evaluation	Evaluation Committee	April 13 to April 20, 2018
8. Selection of Finalists	Evaluation Committee	April 23, 2018
9. Best and Final Offers	Finalist Offerors	April 24, 2018
10. Oral Presentation(s)	Finalist Offerors	N/A
11. Finalize Contractual Agreements	NMDOH /Finalist Offerors	April 30 – May 4, 2018
12. Contract Awards	NMDOH / Finalist Offerors	April 30, 2018
13. Protest Deadline	NMDOH	May 15, 2018

### B. EXPLANATION OF EVENTS

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

#### 1. Issuance of RFP

This RFP is being issued on behalf of the State of New Mexico Department of Health, Epidemiology and Response Division, Bureau of Health Emergency Management on the date indicated in Section II.A, Sequence of Events.

#### 2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, Appendix A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and

returned to the Procurement Manager by **3:00 PM MST or MDT on April 3, 2018** on the date indicated in Section II.A, Sequence of Events.

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

### **3. Pre-Proposal Conference**

A pre-proposal conference will be held as indicated in the Sequence of Events beginning at 10:00am Mountain Standard Time/Daylight Time in the BHEM office located at 1301 Siler Road, Suite F, Second Floor Conference Room, Santa Fe, NM 87507. Teleconferencing will be available. Please contact Marcy Eppler @ 505-476-8272 or 505-469-8662 for details. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events.

A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

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

### **4. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **April 5, 2018** Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

### **5. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: [http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx). And <https://nmhealth.org/about/erd/bhem/>

### **6. Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM** MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON **APRIL 13, 2018**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **RFP# BHEMHCC2018**.

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

## **7. Proposal Evaluation**

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

## **8. Selection of Finalists**

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. If oral presentations are needed, the date will be determined at this time.

## **9. Best and Final Offers**

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

## **10. Oral Presentations**

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and the State Agency.

## **11. Finalize Contractual Agreements**

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



## **12. Contract Awards**

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

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

## **13. Protest Deadline**

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

New Mexico Department of Health  
Administrative Services Division  
1190 St. Francis Dr.  
Suite N3209  
Santa Fe, NM 87505

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

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

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

### **2. Incurring Cost**

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

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

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

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

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement. The prime contractor must ensure that subcontractors, as recipients of federal funds, comply with federal and state subrecipient requirements.

### **5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, 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 for services, will be considered firm for one hundred and eighty (180 days) after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

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

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

the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
  - 1.confidential financial information concerning the Offeror's organization;
  - 2.and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
  - 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 State Purchasing Division or 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**

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

## **10. Termination**

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

## **11. Sufficient Appropriation**

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

## **12. Legal Review**

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

## **13. Governing Law**

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

## 14. Basis for Proposal

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

## 15. Contract Terms and Conditions

The contracts between an agency and a contractor will follow the format specified by the Department and contain the terms and conditions set forth in the Sample Contracts (Appendix C-1 and C-2). However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contracts) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

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

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contracts (Appendix C-1 and C-2) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Department and will result in disqualification of the Offeror's proposal.

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

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

## 16. Offeror's Terms and Conditions

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

## **17. Contract Deviations**

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

## **18. Offeror Qualifications**

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

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

## **20. Change in Contractor Representatives**

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

## **21. Notice of Penalties**

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

## **22. Agency Rights**

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

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or

agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of 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 to any individual or organization by the contractor without the prior written approval of the Agency.

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

## **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).

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

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

- a. <https://nmhealth.org/about/erd/bhem/>

## **28. New Mexico Employees Health Coverage**

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information  
<http://www.insurenwemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed 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 made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

## 30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form (Appendix E) which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

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

## 31. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no

employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

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

### **32. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  - 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;



4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
  - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### 33. New Mexico Preferences

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

## III. RESPONSE FORMAT AND ORGANIZATION

### A. NUMBER OF RESPONSES

Offerors shall submit only one (1) proposal in response to this RFP.

### B. NUMBER OF COPIES

#### 1. Hard Copy Responses

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

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, five (5) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy CANNOT be emailed.**
  - Proposals containing confidential information **must** be submitted as two separate binders:
    - **Unredacted** version for evaluation purposes
    - **Redacted** version (information blacked out and not omitted or removed) for the public file
2. **Cost Proposals** – One (1) ORIGINAL, five (5) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy can NOT be emailed.**

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

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

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

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

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

### 1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. 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 (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications (**except cost information which shall be included in Cost Proposal/Binder 2 only**)
  1. Organizational Experience
  2. Organizational References
  3. Oral Presentation (If applicable)
  4. Mandatory Specification
  5. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
  6. Signed Campaign Contribution Form
- G. Other Supporting Material (If applicable)

#### **Cost Proposal (Binder 2):**

1. Completed Cost Response Form

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this 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 Binder #2 on the cost response form.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

## IV. SPECIFICATIONS

The Offeror(s) will take on the fiduciary responsibilities and oversight of an executive committee that will implement the contractual deliverables described in this RFP.

The 2017-2022 Health Care Preparedness and Response Capabilities document: <https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf> outlines the high-level objectives that the nation’s health care delivery system, including HCCs and individual health care organizations, should undertake to prepare for, respond to, and recover from before, during and after emergencies. These Capabilities illustrate the range of preparedness and response activities that, if conducted, represent the ideal state of readiness in the United States. The Offeror(s) must utilize the aforementioned document as the foundation for all deliverables.

**A. 1. DETAILED SCOPE OF WORK – Healthcare Coalition Emergency Response**

TASK #	TASK	DELIVERABLES	DUE DATE
1.	Develop Agency approved bylaws and governance structure based on Agency guidance	Provide Agency with approved bylaws and governance structure.	Six months after initiation of contract. Annually thereafter.
2.	Develop a Multi-Year Training and Exercise Plan (MYTEP) with the Agency.	Provide Agency approved MYTEP to HPP program manager for HCC region.	Nine months after initiation of contract. Annually thereafter.
3.	Develop a regional Medical Reserve Corp (MRC) Unit within the HCC.	Provide MRC Unit documentation and Unit leader training certification to MRC Coordinator.	Ten months after initiation of contract. Annually thereafter.
4.	<p>Build and sustain health care preparedness capabilities identified by the 2017-2022 Health Care Preparedness and Response Capabilities document which can be found at:</p> <p><a href="https://www.phe.gov/preparedness/planning/hpp/reports/documents/2017-2022-healthcare-pr-capabilities.pdf">https://www.phe.gov/preparedness/planning/hpp/reports/documents/2017-2022-healthcare-pr-capabilities.pdf</a></p> <p>Develop an annual work plan based on regional input and approved by the Agency to address regionally identified needs in the preparedness capabilities.</p> <p>Develop outputs in accordance with processes and timelines defined in the Funding Opportunity Announcement (FOA), posted in the HHS Coalition Assessment Tool (CAT)</p>	<p>Provide Agency approved work plan and regionally developed deliverables based on the goals below. Provide completed work plan deliverables to Agency.</p> <p><b>1. Foundation for Health Care and Medical Readiness – Goal:</b> The Community has a sustainable HCC that can identify hazards and risks and prioritize and address gaps through planning, training, exercising, and acquiring resources.</p> <p><b>2. Health Care and Medical Response Coordination – Goal:</b> Healthcare organizations, HCCs, and their jurisdictions collaborate to share and analyze information, manage resources, and coordinate strategies to deliver acute medical care to all populations during emergencies and planned events.</p> <p><b>3. Continuity of Health Care Service Delivery – Goal:</b> Healthcare organizations, with</p>	11 months after initiation of contract. Annually thereafter.

	<p>support from HCCs, provide uninterrupted medical care to all populations in the face of damaged or disabled healthcare infrastructure. Healthcare workers are well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery operations result in a return to normal or improved operations.</p> <p><b>4. Medical Surge – Goal:</b> Healthcare organizations – including hospitals, Emergency Medical Services (EMS) providers, and other out of hospital providers – deliver timely and efficient care to their patients even when the demand for healthcare services exceeds available supply.</p>	
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## A. 2. DETAILED SCOPE OF WORK – Ebola Response

TASK #	TASK	DELIVERABLES	DUE DATE
1.	Develop a working group of 9-1-1/Public Safety Answering Points, EMS and frontline assessment hospitals to ensure Ebola coalition planning is conducted.	Provide Agency with copy of sign in sheet of sub-committee meetings.	11 months after initiation of contract.
2.	Develop an MOU ensuring healthcare coalition partners have access to an HCC PPE cache	Provide Agency approved copy of partner signed MOU.	11 months after initiation of contract.
3.	Conduct annually a coalition level exercise with frontline facilities, assessment facilities and EMS.	Provide Agency with copy of sign in sheet and completed AAR of approved exercise.	23 months after initiation of contract.
4.	Develop a HCC/DOH approved managed inventory system for PPE viewable by all HCC members.	Provide Agency a screen shot of agency approved inventory system.	15 months after contract initiation.

## B. TECHNICAL SPECIFICATIONS

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

## 1. Organizational Experience

Offerors **must**:

- a) provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of healthcare preparedness. All healthcare planning and response provided to private sector will also be considered;
- b) indicate how many training programs you have been responsible for in the last two years and how you developed these programs;
- c) describe at least two exercise successes and failures within the healthcare sector and which partners did you engage.

## 2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three (3) years. **Offerors are required to submit APPENDIX G, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received **on or before April 13, 2018** for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Paragraph C.18.

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

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

### 3. Mandatory Specification

#### a) Healthcare Coalition Emergency Response:

Offeror(s) should respond in the form of a thorough narrative on how the Offeror intends to meet each task. The narrative including required supporting materials will be evaluated and awarded points per task.

##### **Task 1: Establish a HCC Governance**

Each HCC must define and implement a governance structure and necessary processes to execute activities related to health care delivery system readiness and coordination. HCC governance should include organizational structures, roles and responsibilities, mechanisms to provide guidance and direction, and processes to ensure integration with the ESF-8 lead agency.

The HCC must document the following information related to its governance and must be prepared to submit the documentation to an HPP field project officer (FPO) upon request:

The HCC should document the following information related to its governance:

- HCC membership
- An organizational structure to support HCC activities, including executive and general committees, election or appointment processes, and any necessary administrative rules and operational functions (e.g., bylaws)
- Member guidelines for participation and engagement that consider each member and region's geography, resources, and other factors
- Policies and procedures, including processes for making changes, orders of succession, and delegations of authority
- HCC integration within existing state, local, and member-specific incident management structures and specified roles—such as a primary point of contact who serves as the liaison to the ESF-8 lead agency and EOCs during an emergency.
- The HCC should define and implement a structure and processes to execute activities related to health care delivery system readiness and coordination. The elements of governance include organizational structures, roles and responsibilities, mechanisms to provide guidance and direction, and processes to ensure integration with the ESF-8 lead agency.
- The HCC should specify how structure, processes, and policies may shift during a response, as opposed to a steady state. HCC members should adopt these elements and be part of regular reviews.

##### **Task 2: Develop a Multi-Year Training and Exercise Plan (MYTEP)**

The purpose of this MYTEP is to provide a supporting training and exercise strategy to the Department.

##### **Task 3: Develop a regional Medical Reserve Corp (MRC) Unit within the HCC**

Provide MRC Unit documentation and Unit leader training certification to MRC Coordinator. Identify the duties of the MRC volunteers according to specific community needs.

The Medical Reserve Corps (MRC) Program coordinates the skills of practicing and retired physicians, nurses, and other health professionals as well as other citizens interested in health

issues, who are eager to volunteer to address their community's ongoing public health needs and to help their community during large-scale emergency situations.

MRC volunteers may also serve a vital role by assisting communities with ongoing public health needs.

**Task 4: Build and sustain the four (4) Health Care Preparedness Capabilities described as the following:**

**Capability 1: Foundation for Health Care and Medical Readiness**

Goal of Capability 1: The community's health care organizations and other stakeholders—coordinated through a sustainable HCC—have strong relationships, identify hazards and risks, and prioritize and address gaps through planning, training, exercising, and managing resources.

**Capability 2: Health Care and Medical Response Coordination**

Goal of Capability 2: Health care organizations, the HCC, their jurisdiction(s), and the ESF-8 lead agency plan and collaborate to share and analyze information, manage and share resources, and coordinate strategies to deliver medical care to all populations during emergencies and planned events.

**Capability 3: Continuity of Health Care Service Delivery**

Goal of Capability 3: Health care organizations, with support from the HCC and the ESF-8 lead agency, provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure. Health care workers are well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery operations result in a return to normal or, ideally, improved operations.

**Capability 4: Medical Surge**

Goal of Capability 4: Health care organizations—including hospitals, EMS, and out-of-hospital providers—deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery system's transition to contingency and crisis surge response and promotes a timely return to conventional standards of care as soon as possible

**b) Ebola Response:**

Offeror(s) should respond in the form of a thorough narrative on how the Offeror intends to meet each task. The narrative including required supporting materials will be evaluated and awarded points per task.

**Task 1:** Develop a working group of 9-1-1/Public Safety Answering Points, Emergency Medical System (EMS) and frontline assessment hospitals to ensure Ebola coalition planning is conducted.

Provide the Department with copy of sign in sheet of sub-committee meetings.



**Task 2:** Develop an Memorandum of Understanding (MOU) ensuring healthcare coalition partners have access to an HCC Personal Protective Equipment (PPE) cache.

Provide the Department with an approved copy of partner signed MOU.

**Task 3:** Conduct annually a coalition level exercise with frontline facilities, assessment facilities and EMS.

Provide the Department with copy of sign-in sheet and completed After Action Report (AAR) of approved exercise.

**Task 4:** Develop a HCC/Department approved managed inventory system for PPE viewable by all HCC members.

Provide the Department with a screen shot of agency approved inventory system.

**c) Reporting:**

The Offeror shall submit to the Department the following reports, the Department will provide a calendar of scheduled due dates:

**Healthcare Coalition Emergency Response:**

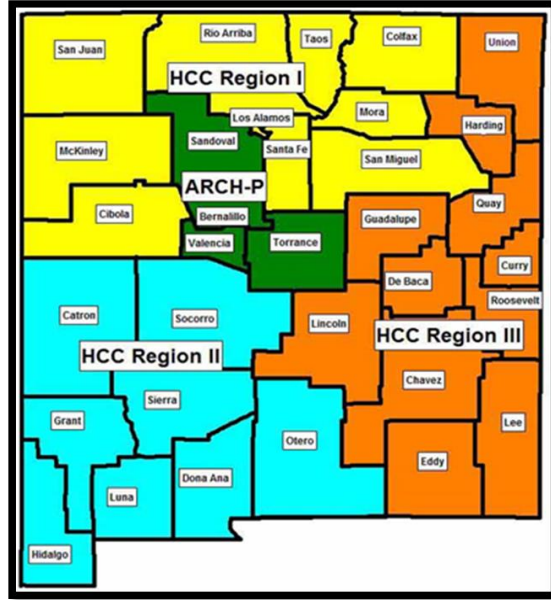
- Mid-Year Capability Implementation Checklist.
- End-of-Year Capability Implementation Checklist.
- An updated Joint Exercise Schedule.
- An updated Joint Training Schedule.
- Healthcare Coalition Surge Test.
- PHEP Performance Measure Data.
- Current bed polling report.
- Healthcare Coalition Assessment Tool.
- HPP Program Measure Data.
- Routine reporting for real-world events or periodic drills.

**Ebola Response:**

- Mid-Year Capability Implementation Checklist.
- End-of-Year Capability Implementation Checklist
- Ebola Response Drill Data.

**d) Regions:**

The Offeror(s) must have the capability to collaborate among healthcare organizations and public/private partners which will be able to prepare for, respond to, and recover from an emergency, mass causality, or a catastrophic event within the following four (4) Regions of New Mexico, **(Green)** Arch-P (Metro); **(Yellow)** Region 1, **(Blue)** and, Region 3 **(Orange)**, as indicated in the maps below.



## C. BUSINESS SPECIFICATIONS

### 1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements.

Offerors are required to provide a D&B Comprehensive Insight Plus credit report or Experian ProfilePlus report, indicating the Offeror’s current credit score, at the time of Best and Final Offer. Offeror should stamp or write “Trade Secret” or “Confidential” on each page of the Credit Report information that it does not want released. The information will be held in confidence to the extent that law allows. Credit Report must be current and have been established within thirty (30) calendar days of proposal closing date.

Credit Reports must be for the exact organization submitting the proposal. The Credit Report cannot be combined or consolidated with the information from any entity other than the company submitting the proposal. If Offeror’s name on the proposal does not match the name on the credit report, it will not be accepted and Offeror will be found non- responsive for the financial requirement of this proposal.

The mandatory elements of this Section are two-fold: Offeror must provide a credit score on one of the named reports AND the report provided in response to the RFP must demonstrate a D&B Credit Score Class (CSC) rating of 1 – 3 or an Experian Credit Ranking Score (CRS) rating of 26 – 100.

Failure to provide one of the named reports (or failure to provide one of the designated credit scores) will result in a finding that the offeror is non-responsive.

### 2. Letter of Transmittal Form

The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form (Appendix E). The form **must** be completed and must be signed by the person authorized to obligate the company.

**3. Campaign Contribution Disclosure Form**

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

**4. Cost**

Offerors must complete the Cost Response Form (Appendix D). Cost will be measured by service to the region, understanding of deliverables, and cost effectiveness. All charges listed on the Cost Response Form must be justified and evidence of need documented in the proposal. Final offerors will be evaluated on their ability to track, procure, and manage preparedness resources. **The Offeror(s) must complete the Cost Response Form by indicating the estimated administrative costs per year.** The Offeror(s) responding to more than one (1) Region must complete one (1) **Cost Response Form per Region.**

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

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

**6. Lobbying Certification**

The Offeror’s proposal **must** be accompanied by the Lobbying Certification (Appendix F). The form **must** be completed and must be signed.

**V. EVALUATION**

**A. EVALUATION POINT SUMMARY**

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

<b>Factors – correspond to section IV.B and IV C</b>	<b>Points Available</b>
<b>B. Technical Specifications</b>	Points must be assigned and defined for all factors (must total 100% of available points)
B. 1. Organizational Experience	200 points
B. 2. Organizational References	100 points
B. 3. Mandatory Specifications	500 points
<b>C. Business Specifications</b>	
C.1. Financial Stability	Pass/Fail
C.2. Letter of Transmittal	Pass/Fail

C.3. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.4. Signed Lobbying Certification	Pass/Fail
C.5. Cost	200 points
<b>TOTAL</b>	<b>1,000 points</b>
C.6. New Mexico Preference - Resident Vendor Points per Section IV C. 6	N/A
C.6. New Mexico Preference - Resident Veterans Points per Section IV C. 6	N/A

**Table 1: Evaluation Point Summary**

## **B. EVALUATION FACTORS**

### **1. B.1 Organizational Experience (200 total points)**

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response. Agencies must include evaluation criteria based on Section IV. B. (will be retained). Experience in emergency management and public health preferred and should be completely described in this section.

### **2. B.2 Organizational References (100 total points)**

Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix G. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points. Agencies must include evaluation criteria based on Section IV. B.

### **3. B.3 Mandatory Specifications (500 total points)**

Points will be awarded based on the content, thoroughness and clarity of the response of the engagements cited and the perceived validity of the response. Points will be awarded for each specification as cited above and based on Section IV. B (will be retained) the ability to conduct the vital aspects of this RFP with respect to a health care coalition.

### **4. C.1 Financial Stability (Pass/Fail)**

Pass/Fail only. No points assigned.

### **5. C.2 Letter of Transmittal (Pass/Fail)**

Pass/Fail only. No points assigned.

### **6. C.3 Campaign Contribution Disclosure Form (Pass/Fail)**

Pass/Fail only. No points assigned.

### **7. C.4 Lobbying Certification (Pass/Fail)**

Pass/Fail only. No points assigned.

**8. C.5 Cost (200 points)**

The cost factor is based on the Total Cost Proposal contained in the Total Cost Response Form (Appendix D). For the purposes of this RFP, cost is defined as the total of federal and state expenditures, regardless of mix, incurred in carrying out the services detailed in the RFP. **The Offeror(s) must complete the Cost Response Form by indicating the estimated administrative costs per year.** The Offeror(s) responding to more than one (1) Region must complete one (1) **Cost Response Form per Region.**

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

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror’s Bid}} \times \text{X - Available Award Points (200 points)}$$

**9. C.6. New Mexico Preference - Resident Vendor Points**

N/A

**10. C6. New Mexico Preference - Resident Veterans Points**

N/A

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

**C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A**  
**RFP# - BHEMHCC2018**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **3:00 MST on April 3, 2018**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

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

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

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

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

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

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

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

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

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

Marcy Eppler, Procurement Manager  
Bureau of Health Emergency Management  
1301 Siler Rd, Building F  
Santa Fe, NM 87507  
Fax: 505-476-8248  
E-mail: [Marsha.Eppler2@state.nm.us](mailto:Marsha.Eppler2@state.nm.us)

**APPENDIX B**  
**RFP# - BHEMHCC2018**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (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:** \_\_\_\_\_  
**(Completed by State Agency or Local Public Body)**

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
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 – 1**  
**RFP# - BHEMHCC2018**

**Healthcare Coalition Emergency Response**

**SAMPLE CONTRACT**

**THIS TEMPLATE WAS DESIGNED FOR FY 2018 – SLIGHT CHANGES COULD OCCUR FOR FY 2019**

**STATE OF NEW MEXICO DEPARTMENT OF HEALTH**

**PROFESSIONAL SERVICES CONTRACT**

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

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the following work:

<b>TASK #</b>	<b>TASK</b>	<b>DELIVERABLES</b>	<b>DUE DATE</b>
1.	Develop Agency approved bylaws and governance structure based on Agency guidance	Provide Agency with approved bylaws and governance structure.	Six months after initiation of contract. Annually thereafter.
2.	Develop a Multi-Year Training and Exercise Plan (MYTEP) with the Agency.	Provide Agency approved MYTEP to HPP program manager for HCC region.	Nine months after initiation of contract. Annually thereafter.
3.	Develop a regional Medical Reserve Corp (MRC) Unit within the HCC.	Provide MRC Unit documentation and Unit leader training certification to MRC Coordinator.	Ten months after initiation of contract. Annually thereafter.
4.	Build and sustain health care preparedness capabilities identified by the 2017-2022 Health Care Preparedness and Response Capabilities document which can be found at:  <a href="https://www.phe.gov/preparedness/planning/hpp/reports/documents/2017-2022-healthcare-pr-capabilities.pdf">https://www.phe.gov/preparedness/planning/hpp/reports/documents/2017-2022-healthcare-pr-capabilities.pdf</a>  Develop an annual work plan based on regional input and approved by the	Provide Agency approved work plan and regionally developed deliverables based on the goals below. Provide completed work plan deliverables to Agency. 1. <i>Foundation for Health Care and Medical Readiness</i> – Goal: The Community has a sustainable HCC that can identify hazards and risks and prioritize and address gaps through planning, training, exercising, and	11 months after initiation of contract. Annually thereafter.



A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work, such compensation shall not exceed (AMOUNT), excluding gross receipts tax in State FY19. The New Mexico gross receipts tax levied on the amounts payable under this agreement in State FY19 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 State FY19.**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work, such compensation shall not exceed (AMOUNT), excluding gross receipts tax in State FY20. The New Mexico gross receipts tax levied on the amounts payable under this agreement in State FY20 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 State FY20.**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work, such compensation shall not exceed (AMOUNT), excluding gross receipts tax in State FY21. The New Mexico gross receipts tax levied on the amounts payable under this agreement in State FY21 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 State FY21.**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work, such compensation shall not exceed (AMOUNT), excluding gross receipts tax in State FY22. The New Mexico gross receipts tax levied on the amounts payable under this agreement in State FY22 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 State FY22.**

These amounts are 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 in State FY20, State FY21, and State FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered or within fifteen (15) days after the last day of the month in which services were performed; or, for deliverable based agreements, unless submitted within fifteen (15) days after the last day of the month during which a deliverable was completed. Invoices received after such date **WILL NOT BE PAID**. Invoices shall be submitted monthly. For deliverable based agreements, payment shall be made upon acceptance of each completed deliverable and upon the receipt and acceptance of a detailed, certified payment Invoice. The Contractor shall submit to the Agency at the close of

each month a signed invoice reflecting the total allowable costs incurred during the preceding month; or for deliverable based agreements, at the close of each month during which a deliverable was completed a signed invoice reflecting the total allowable costs incurred during completion of the deliverable.

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

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This agreement shall terminate on xx/xx/xxxx unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no agreement term for a professional services agreement, 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. If this agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the AGREEMENT, immediately upon expiration or 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, except as provided in part (4) of this paragraph, below; 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, and 4) if providing health services or client support as part of the scope of work of this agreement, continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the agreement. In this event the Agency may temporarily extend the term, enter into a new short-term agreement or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this agreement, the Contractor shall furnish to the Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by the Contractor with agreement funds as defined in Article 31 (Property) of this agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the provisions of this agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by the Contractor with agreement funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

## **5. Appropriations.**

The terms of this agreement are contingent upon sufficient funds appropriated, allocated, and authorized by the Legislature of the State of New Mexico and/or by the federal government for the performance of this agreement. If sufficient appropriations, allocations and authorizations are not made by the Legislature of the State of New Mexico and/or if the federal government makes insufficient allocations, necessitating a decrease in the amount of agreement funds available for expenditure by the Agency, this agreement may be terminated or amended to a lower amount of funds 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 and binding on the Contractor. 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 Agency. The Contractor and

its agents and employees shall not be deemed employees for any purpose within the meaning or application of any federal or state unemployment or insurance laws or workers compensation laws or otherwise. Contractor, its agents and employees shall not be entitled to any of the benefits afforded employees of the Agency including but not limited to accruing leave, retirement, insurance, bonding, use of state property or state vehicles, or any other consideration not specified in this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes as self-employment or business income and are reportable for self-employment 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 and records 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, or the express written authorization of the client when the record is a client record.

The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the Agency. The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other state and federal rules, regulations and laws protecting the confidentiality of information. If the Contractor may reasonably be expected to have access to Agency's Protected Health Information (PHI) and will perform business associate functions as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the Agency shall constitute grounds for termination of this agreement in accordance with Article 4 (Termination) of this agreement.

**11. Product of Service - Copyright.**

A. 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.

B. Client information developed under this agreement may not be used by the Contractor or be transferred to a third party in any form, including aggregate data, without the express written permission of the Agency, except to fulfill the provisions of the Scope of Work under this agreement.

**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 agreement, 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. From time to time and in accordance with changes in state and Agency policy, this agreement shall be amended to comport with current policy, rules, regulations, and law.

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.**

A. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration 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.

B. The Contractor receiving state or federal funds from the Agency shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, the

C. Contractor shall comply with the audit requirements of the Single Audit Act. This includes the Contractor retaining its financial records for a period of five years after the time the audit was released.

If the Contractor receives more than \$750,000 in federal funding, or more than \$750,000 from the Agency, in any single fiscal year, the Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

D. The Contractor shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA's audit or opinion available to the Agency upon request.

E. Applicable annual financial reports shall be submitted to the Agency no later than six months following the close of the Contractor's fiscal year.

F. To ensure proper delivery and receipt, the Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Department of Health  
Financial Accounting Bureau Chief Suite N-3150  
P.O. Box 26110  
Santa Fe, New Mexico 87502-6110

G. The Agency may take corrective action as deemed necessary for Contractor's failure to comply with 19-A through 19-F above. Corrective action may include, but is not limited to, termination of agreement and preclusion from engaging Contractor in the future.

**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 agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the agreement, 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 agreements between Contractor and the State exceed \$250,000 dollars.

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

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

**22. Employee Pay Equity Reporting.**

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

**23. Invalid Term or Condition.**

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

**24. Enforcement of Agreement.**

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

**25. Notices.**

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

To the Agency:

New Mexico Department of Health  
P.O. Box 26110  
1190 St. Francis Drive  
Santa Fe, NM 87502-6110

To the Contractor:

[insert name, address and email].

**26. Authority.**

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

**27. Licensure.**

The Contractor agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the Agency. The Contractor agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the Agency if requested in writing.

**28. Liability Insurance.**

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

**29. Federal Grant Requirement.**

A. Lobbying. The Contractor shall not use any funds provided under this agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et. seq., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this agreement, have been excluded from participation in any government healthcare

program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

D. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:

- i. CFDA Number – \_\_\_\_\_. OR N/A
- ii. Program Title – \_\_\_\_\_. OR N/A
- iii. Agency/Office – \_\_\_\_\_. OR N/A
- iv. Grant Number – \_\_\_\_\_. OR N/A

2. Contractor's Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is \_\_\_\_\_. OR N/A

E. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

1. This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

2. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

3. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

F. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of \$150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with

obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

H. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. For agreements which involve the expenditure of federal funds, and under which the Contractor is considered a subrecipient, the provisions of Attachment A shall apply and are incorporated herein. The operating code of this agreement is 00000005.

**30. Governing Bodies.**

The parties agree that if the Contractor has one or more Governing Bodies, the Governing Bodies of the Contractor shall have the right and responsibility to establish policy for the Contractor, and shall be elected to ensure that such policy is established by the Governing Bodies in an impartial and independent manner. Nothing herein shall in any way restrict the authority of the Governing Bodies from appropriately delegating day-to-day management responsibilities to its employees, agent, or agents. By such delegation, employees and/or agents of the Contractor must conduct the operation of the Contractor consistent with the policies and procedures approved by the Governing Bodies.

**31. Property.**

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

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

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

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

By: \_\_\_\_\_  
Agency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Agency's Legal Counsel – Certifying legal sufficiency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Agency's Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

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

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

By: \_\_\_\_\_  
Taxation and Revenue Department

Date: \_\_\_\_\_

This Agreement has been approved by the DFA Contracts Review Bureau and is effective on the date shown:

By: \_\_\_\_\_  
DFA Contracts Review Bureau

Date: \_\_\_\_\_

**ATTACHMENT A**  
**RFP# - BHEMHCC2018**  
**THIS FORM WILL NEED TO BE COMPLETED FOR EACH CONTRACT**

(1) Federal Award Identification.

- (i) Contractor name (the name associated with its unique entity identifier): \_\_\_\_\_.
- (ii) Contractor's unique entity identifier: \_\_\_\_\_.
- (iii) Federal Award Identification Number (FAIN): \_\_\_\_\_.
- (iv) Federal Award Date (2 C.F.R. §200.39 and/or 45 C.F.R. §75.2 Federal award date) of award to the Agency by the awarding agency: \_\_\_\_\_.
- (v) Subaward Period of Performance Start and End Dates: \_\_\_\_\_.
- (vi) Amount of Federal Funds Obligated by this action by the Agency to the Contractor: \_\_\_\_\_.
- (vii) Total Amount of Federal Funds Obligated to the Contractor by the Agency including the current obligation: \_\_\_\_\_.
- (viii) Total Amount of the Federal Award committed to the Contractor by the Agency: \_\_\_\_\_.
- (ix) Federal award project description, responsive to the Federal Funding Accountability and Transparency Act (FFATA): \_\_\_\_\_  
\_\_\_\_\_.
- (x) Name of awarding agency, Agency, and contact information for awarding official of the Agency: \_\_\_\_\_  
\_\_\_\_\_.
- (xi) CFDA Number and Name; identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement: \_\_\_\_\_  
\_\_\_\_\_.
- (xii) Identification of whether the award is R&D: \_\_\_\_\_.
- (xiii) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per 2 C.F.R. 200.414 and/or 45 C.F.R. §75.414): \_\_\_\_\_.

(2) The Contractor shall use the Federal Award in accordance with all requirements imposed by federal statutes, regulations and the terms and conditions of the Federal Award.

(3) The Contractor shall comply with any additional requirements needed in order for the Agency to meet its own responsibility to the awarding agency including identification of any required financial and performance reports, as specified in the notice of grant opportunity, the Agency's grant application, and the notice of Federal Award.



(4) An approved federally recognized indirect cost rate negotiated between the Contractor and the federal government or, if no such rate exists, either a rate negotiated between the Agency and the Contractor (in compliance with 2 C.F.R. Part 200 and/or 45 C.F.R. Part 75), or a de minimis indirect cost rate as defined in 2 C.F.R. §200.414(f) and/or 45 C.F.R. §75.414(f) is listed in this Agreement.

(5) The Contractor shall permit the Agency and its auditors to have access to the Contractor's records and financial statements as necessary for the Agency to meet the requirements of 2 C.F.R. Part 200 and/or 45 C.F.R. Part 75.

(6) The Contractor shall comply with the appropriate terms and conditions concerning closeout of the subaward as applicable pursuant to 2 C.F.R. §200.343 and/or 45 C.F.R. §75.381.

(7) In order to evaluate the Contractor's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of 2 CFR §200.331 and/or 45 C.F.R. §75.352, the Agency is authorized to consider such factors as:

(i) The Contractor's prior experience with the same or similar subawards;

(ii) The results of previous audits including whether or not the Contractor received a Single Audit in accordance with 2 C.F.R. Part 200 and/or 45 C.F.R. Part 75, subpart F, and the extent to which the same or similar subaward has been audited as a major program; (iii) Whether the Contractor has new personnel or new or substantially changed systems; and

(iv) The extent and results of awarding agency monitoring (e.g., if the Contractor also receives federal awards directly from an awarding agency).

(8) The Agency is authorized to consider imposing specific subaward conditions upon the Contractor if appropriate as described in 2 C.F.R. §200.207 and/or 45 C.F.R. §75.207.

(9) The Agency is authorized to monitor the activities of the Contractor as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Agency monitoring of the Contractor may include:

(i) Reviewing financial and performance reports required by the Agency;

(ii) Following-up and ensuring that the Contractor takes timely and appropriate action on all deficiencies pertaining to the Federal Award provided to the Contractor from the Agency detected through audits, on-site reviews, and other means;

(iii) Issuing a management decision for audit findings pertaining to the Federal Award provided to the Contractor from the Agency as required by 2 C.F.R. §200.521 and/or 45 C.F.R. §75.521.

(10) Depending upon the Agency's assessment of risk posed by the Contractor (as described in paragraph (7) of this section Attachment), the Agency is authorized to utilize the following monitoring tools to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(i) Providing Contractors with training and technical assistance on program-related matters;  
and

(ii) Performing on-site reviews of the Contractor's program operations;

(iii) Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. §200.425 and/or 45 C.F.R. §75.425;

(11) The Agency is authorized to verify that the Contractor is audited as required by 2 C.F.R. Part 200 and/or 45 C.F.R. Part 75, subpart F when it is expected that the Contractor's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. §200.501 and/or 45 C.F.R. §75.501.

(12) The Agency is authorized to consider whether the results of the Contractor's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the Agency's own records.

(13) The Agency is authorized to consider taking enforcement action against noncompliant Contractors as described in 2 C.F.R. §200.338 and/or 45 C.F.R. §75.371 and in program regulations.

**APPENDIX C – 2**  
**RFP# - BHEMHCC2018**

**HEALTHCARE COALITION EBOLA PREPAREDNESS**

**THIS TEMPLATE WAS DESIGNED FOR FY 2018 – SLIGHT CHANGES COULD OCCUR FOR FY 2019**

**SAMPLE CONTRACT**

**STATE OF NEW MEXICO DEPARTMENT OF HEALTH**

**PROFESSIONAL SERVICES CONTRACT**

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

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the following work:

<b>TASK #</b>	<b>TASK</b>	<b>DELIVERABLES</b>	<b>DUE DATE</b>
1.	Develop a working group of 9-1-1/Public Safety Answering Points, EMS and frontline assessment hospitals to ensure Ebola coalition planning is conducted.	Provide Agency with copy of sign in sheet of sub-committee meetings.	11 months after initiation of contract.
2.	Develop an MOU ensuring healthcare coalition partners have access to an HCC PPE cache	Provide Agency approved copy of partner signed MOU.	11 months after initiation of contract.
3.	Conduct annually a coalition level exercise with frontline facilities, assessment facilities and EMS.	Provide Agency with copy of sign in sheet and completed AAR of approved exercise.	23 months after initiation of contract.
4.	Develop a HCC/DOH approved managed inventory system for PPE viewable by all HCC members.	Provide Agency a screen shot of agency approved inventory system.	15 months after contract initiation.

**2. Compensation.**

<b>TASK #</b>	<b>DELIVERABLES</b>	<b>BUDGET AMOUNT</b>	<b>FUNDING SOURCE</b>
1	Approved sub-committee minutes		DOHASPREPxxxx
2	Signed MOU		DOHASPREPxxxx
3	Approved Exercise AAR		DOHASPREPxxxx
4	Managed Inventory System screenshot		DOHASPREPxxxx
Subtotal			
Gross Receipts Tax (X.XXX%)			
<b>TOTAL</b>			DOHASPREPxxxx

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work, such compensation shall not exceed (\$xx, xxx) - the amount awarded to the Department for each Coalition), including gross receipts tax among State fiscal years FY19-FY21. The New Mexico gross receipts tax levied on the amounts payable under this agreement shall be paid by the Agency to the Contractor

These amounts are 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 in State FY20 and State FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered or within fifteen (15) days after the last day of the month in which services were performed; or, for deliverable based agreements, unless submitted within fifteen (15) days after the last day of the month during with a deliverable was completed. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. For deliverable based agreements, payment shall be made upon acceptance of each completed deliverable and upon the receipt and acceptance of a detailed, certified payment Invoice. The Contractor shall submit to the Agency at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month; or for deliverable based agreements, at the close of each month during which a deliverable was completed a signed invoice reflecting the total allowable costs incurred during completion of the deliverable.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the

Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

### **3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This agreement shall terminate on (~~xx/xx/xxxx~~) unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no agreement term for a professional services agreement, 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. If this agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the AGREEMENT, immediately upon expiration or 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, except as provided in part (4) of this paragraph, below; 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, and 4) if providing health services or client support as part of the scope of work of this agreement, continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the agreement. In this event the Agency may temporarily extend the term, enter into a new short-term agreement or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this agreement, the Contractor shall furnish to the Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by the Contractor with agreement funds as defined in Article 31 (Property) of this agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the provisions of this agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by the Contractor with agreement funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

#### **5. Appropriations.**

The terms of this agreement are contingent upon sufficient funds appropriated, allocated, and authorized by the Legislature of the State of New Mexico and/or by the federal government for the performance of this agreement. If sufficient appropriations, allocations and authorizations are not made by the Legislature of the State of New Mexico and/or if the federal government makes insufficient allocations, necessitating a decrease in the amount of agreement funds available for expenditure by the Agency, this agreement may be terminated or amended to a lower amount of funds 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 and binding on the Contractor. 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 Agency. The Contractor and its agents and employees shall not be deemed employees for any purpose within the meaning or application of any federal or state unemployment or insurance laws or workers compensation laws or otherwise. Contractor, its agents and employees shall not be entitled to any of the benefits afforded employees of the Agency including but not limited to accruing leave, retirement, insurance, bonding, use of state property or state vehicles, or any other consideration not specified in this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes as self-employment or business income and are reportable for self-employment 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 and records 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, or the express written authorization of the client when the record is a client record.

The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the Agency. The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other state and federal rules, regulations and laws protecting the confidentiality of information. If the Contractor may reasonably be expected to have access to Agency's Protected Health Information (PHI) and will perform business associate functions as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the Agency shall constitute grounds for termination of this agreement in accordance with Article 4 (Termination) of this agreement.

**11. Product of Service -- Copyright.**

A. 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.

B. Client information developed under this agreement may not be used by the Contractor or be transferred to a third party in any form, including aggregate data, without the express written permission of the Agency, except to fulfill the provisions of the Scope of Work under this agreement.

## **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 agreement, 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. From time to time and in accordance with changes in state and Agency policy, this agreement shall be amended to comport with current policy, rules, regulations, and law.

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.**

- A. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration 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.
- B. The Contractor receiving state or federal funds from the Agency shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, the Contractor shall comply with the audit requirements of the Single Audit Act. This includes the Contractor retaining its financial records for a period of five years after the time the audit was released.
- C. If the Contractor receives more than \$750,000 in federal funding, or more than \$750,000 from the Agency, in any single fiscal year, the Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.
- D. The Contractor shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA's audit or opinion available to the Agency upon request.
- E. Applicable annual financial reports shall be submitted to the Agency no later than six months following the close of the Contractor's fiscal year.
- F. To ensure proper delivery and receipt, the Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Department of Health  
Financial Accounting Bureau Chief Suite N-3150  
P.O. Box 26110  
Santa Fe, New Mexico 87502-6110

- G. The Agency may take corrective action as deemed necessary for Contractor's failure to comply with 19-A through 19-F above. Corrective action may include, but is not limited to, termination of agreement and preclusion from engaging Contractor in the future.

**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 agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the agreement, 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 agreements between Contractor and the State exceed \$250,000 dollars.

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

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

## **22. Employee Pay Equity Reporting.**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If contractor has two hundred fifty (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the agreement, whichever comes first. Should contractor not meet the size requirement for reporting at agreement award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at agreement award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of

each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

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

**23. Invalid Term or Condition.**

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

**24. Enforcement of Agreement.**

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

**25. Notices.**

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

To the Agency:

New Mexico Department of Health  
P.O. Box 26110  
1190 St. Francis Drive  
Santa Fe, NM 87502-6110

To the Contractor:

[insert name, address and email].

**26. Authority.**

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

**27. Licensure.**

The Contractor agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the Agency.

The Contractor agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the Agency if requested in writing.

**28. Liability Insurance.**

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

**29. Federal Grant or Other Federally Funded Agreements.**

A. Lobbying. The Contractor shall not use any funds provided under this agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, *et. seq.*, and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

D. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:

- i. CFDA Number – XXX\_\_\_\_\_. OR N/A
- ii. Program Title – XXX\_\_\_\_\_. OR N/A
- iii. AGENCY/OFFICE – XXX\_\_\_\_\_. OR N/A
- iv. GRANT NUMBER – XXX\_\_\_\_\_. OR N/A

2. CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is XXX\_\_\_\_\_. OR N/A

E. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].

1. This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

2. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

3. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

F. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of \$150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

H. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. For agreements which involve the expenditure of federal funds, and under which the Contractor is considered a subrecipient, the provisions of Attachment A shall apply and are incorporated herein. The operating code of this agreement is 00000005.

### **30. Governing Bodies.**

The parties agree that if the Contractor has one or more Governing Bodies, the Governing Bodies of the Contractor shall have the right and responsibility to establish policy for the Contractor, and shall be elected to ensure that such policy is established by the Governing Bodies in an impartial

and independent manner. Nothing herein shall in any way restrict the authority of the Governing Bodies from appropriately delegating day-to-day management responsibilities to its employees, agent, or agents. By such delegation, employees and/or agents of the Contractor must conduct the operation of the Contractor consistent with the policies and procedures approved by the Governing Bodies.

**31. Property.**

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

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

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

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

By: \_\_\_\_\_  
Agency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Agency's Legal Counsel – Certifying legal sufficiency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Agency's Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

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

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

By: \_\_\_\_\_  
Taxation and Revenue Department

Date: \_\_\_\_\_

This Agreement has been approved by the DFA Contracts Review Bureau and is effective on the date shown:

By: \_\_\_\_\_  
DFA Contracts Review Bureau

Date: \_\_\_\_\_



## APPENDIX D

RFP# - BHEMHCC2018

### COST RESPONSE FORM

The Offeror(s) responding to more than one (1) Region must complete one (1)  
**Cost Response Form per Region**

Tables 1 and 2 are for reference:

<b>Description: Base + Beds Healthcare Coalition Emergency Response</b>	<b>Type</b>	<b>Quantity</b>	<b>Funds available per Region includes Administrative Costs</b>
Region I Contract	Professional	1	\$145,000
Region II Contract	Professional	1	\$140,000
Region III Contract	Professional	1	\$140,000
ARCH - P Contract	Professional	1	\$175,000

Table 1 – Annual Funding

<b>Description – Ebola Response</b>	<b>Type</b>	<b>Quantity</b>	<b>Funds available per Region includes Administrative Costs</b>
Region I Contract	Professional	1	\$84,000
Region II Contract	Professional	1	\$84,000
Region III Contract	Professional	1	\$84,000
ARCH - P Contract	Professional	1	\$84,000

Table 2 – Funding is available through 6/30/2020

Contractual amounts above include both Programmatic and Administrative Costs.

**Check which Region associated with this form – Complete one (1) form for each Region**

ARCH - P	
Region I	
Region II	
Region III	

Offeror(s) must complete the Administrative Cost Section per deliverable task in Tables 3 and Table 4.

<b>Deliverable Base + Beds Healthcare Coalition Emergency Response</b>	<b>Funding Percentage</b>	<b>Administrative Cost* (Complete the following cost per deliverable)</b>
Task 1	13.3%	\$
Task 2	3.3%	\$
Task 3	16.6%	\$
Task 4	66.7%	\$

Table 3 – Administrative Cost for Healthcare Coalition Emergency Response Contract

<b>Deliverable – Ebola Response</b>	<b>Funding Percentage</b>	<b>Administrative Cost* (Complete the following cost per deliverable)</b>
Task 1	15%	\$
Task 2	15%	\$
Task 3	65%	\$
Task 4	15%	\$

Table 4- Administrative Cost for Ebola Response Contract

\*Administrative costs are the expenses that an organization incurs not directly tied to a specific function. These costs are related to the organization as a whole as opposed to an individual department. Salaries of staff and costs of general services such as accounting are examples of administrative expenses. Some examples of administrative costs include building rent, insurance, subscriptions, utilities, and office supplies.

All figures above are estimates based on funding, regional deliverables, and federal guidance.

**APPENDIX E**  
**RFP# - BHEMHCC2018**  
***Letter of Transmittal Form***

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

**Offeror Name:** \_\_\_\_\_ **FED ID#** \_\_\_\_\_

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

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

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

5. Use of Sub-Contractors (Select one)

\_\_\_ No sub-contractors will be used in the performance of any resultant contract OR

\_\_\_ The following sub-contractors will be used in the performance of any resultant contract:

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

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

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

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

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

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

\_\_\_\_\_, 2014  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

# APPENDIX F

## RFP# - BHEMHCC2018 LOBBYING CERTIFICATION

*An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."*

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:
- (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
  - (2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352; and
  - (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans, and cooperative agreements).
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

### AFFIRMATION OF APPLICANT

Name of Applicant: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Relationship of Authorized Representative:

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Printed Name \_\_\_\_\_

**APPENDIX G**  
**RFP# - BHEMHCC2018**

**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

**FOR:**

---

(Name of Offeror)

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: Marcy Eppler, 1301 Siler Rd., Building F, Santa Fe, NM 87507 by 3:00 PM – MST on **April 13, 2018** 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 there

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, Department of Health via facsimile or e-mail at:

Name: Marcy Eppler, Procurement Manager  
Address: 1301 Siler Rd, Building F  
Santa Fe, NM 87507

Telephone: 505-476-8272  
Fax: 505-476-8288  
Email: [Marsha.Eppler2@state.nm.us](mailto:Marsha.Eppler2@state.nm.us)

**April 13, 2018** 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.

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	
<b>Project description;</b>	
<b>Project dates (starting and ending);</b>	
<b>Technical environment for the project your providing a reference</b> (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

**QUESTIONS:**

1. In what capacity have you worked with this vendor/individual in the past?  
COMMENTS:
  
2. How would you rate this firm/individual's knowledge and expertise?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
3. How would you rate the vendor/individual'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/individual?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

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

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

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor/individuals?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

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

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

10. Would you recommend this vendor/individuals' services to your organization again?  
COMMENT

# EXHIBIT A

HCC Region Map

