

**HEPATITIS AND HARM REDUCTION PROGRAM  
PUBLIC HEALTH DIVISION  
OF THE  
DEPARTMENT OF HEALTH**

**REQUEST FOR PROPOSALS (RFP)**

**HEPATITIS AND HARM REDUCTION SERVICES**



**RFP#**  
RFP-HHRP-24-27

Release Date: March 8, 2023

Due Date: April 12, 2023

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# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Hepatitis and Harm Reduction Program (HHRP) is a unit within the Infectious Disease Bureau (IDB) of the Public Health Division (PHD) of the New Mexico Department of Health (hereafter called the Department). The HHRP within the DEPARTMENT is issuing this request for Proposals (RFP) to contract with expert community-based organizations for statewide delivery of hepatitis and harm reduction interventions and services that can prevent the spread of infectious disease such as Hepatitis C Virus (HCV) and Human Immunodeficiency Virus (HIV).

## B. BACKGROUND INFORMATION

This section provides background on the Department and PHD which may be helpful to the offeror in preparing the proposal. The information is provided as a brief overview and not intended to be a complete and exhaustive description.

### Department Mission and Vision

The Department mission is “to ensure health equity, we work with our partners to promote health and well-being and improve health outcomes for all people in New Mexico.”

The vision is a healthier New Mexico!

### PHD Mission

The mission of the PHD is to work with individuals, families, and communities in New Mexico to achieve optimal health. We provide public health leadership by assessing health status of the population, developing health policy, sharing expertise with the community, assuring access to coordinated systems of care, and delivering services to promote health and to prevent disease, injury, disability, and premature death.

HHRP strives to ensure that New Mexico is a leader and innovator in being one of the first states to eliminate hepatitis C virus (HCV) as a public health threat by 2030. The Department released a plan entitled *EndHepC-NM: Eliminating Hepatitis C Virus in New Mexico by 2030* in June 2022. It is available here: <https://www.nmhealth.org/about/phd/idb/hip/>

HHRP strives to 1) decrease transmission of infectious diseases by reducing equipment sharing among individuals who use substances by injection or other means, 2) reduce unintentional opioid overdose deaths, and 3) increase navigation to substance use treatment and other health services. By building trust with harm reduction service participants, HHRP and its partners can also navigate persons to HCV testing and curative treatment.

### C. SCOPE OF PROCUREMENT

Professional Service Contracts shall become effective upon approval and shall continue for a four (4) year period at the discretion of the Agency contingent upon sufficient funding and satisfactory Scope of Work performance. Contracts are anticipated to start on July 1, 2023.

Contracts shall continue for up to a four-year period for state fiscal years (SFY) 2024, 2025, 2026 and 2027 with an ending date of June 30, 2027. Continued funding after the first fiscal year shall be at the discretion of the Department and contingent upon sufficient funding, satisfactory Scope of Work performance, and revised strategies to best achieve Department and HHRP program goals.

The resulting contract will be with multiple awards. Offerors must have at least a score of 80 points out of 100 points being selected for contracts.

This procurement will result in a contractual agreement between two parties; the procurement may **ONLY** be used by those two parties exclusively.

### D. PROCUREMENT MANAGER

The Department of Health 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: Joshua Swatek  
Telephone: 505-629-9142  
Email: [joshua.swatek@doh.nm.gov](mailto:joshua.swatek@doh.nm.gov)  
Address: 5300 Homestead Ave NE, 1<sup>st</sup> floor, Albuquerque, NM 87110

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

## E. DEFINITION OF TERMINOLOGY

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

1. “**Activities**” means specific and focused steps, events or interactions that collectively accomplish an initiative set forth in a Scope of Work.
2. “**Agency**” or “**Department**” means the Department of Health.
3. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
4. “**Award**” means the final execution of the contract document.
5. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
6. “**Campaign**” refers to the department statewide youth nicotine use prevention and adult cessation media campaigns including, but not limited to, the following components: graphic design and printing, media production, media buying, public relations and web/interactive.
7. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
8. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
9. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
10. “**Contract Manager**” means the individual designated by the Department to be responsible for the monitoring and management of the contract.
11. “**Contractor**” means any business having a contract with a state Agency or local public body.
12. “**Deliverable**” is a term used to describe a tangible or intangible object produced as a result of the activity that is intended to be delivered by the Contractor. An activity deliverable could be a report, a document, a meeting, a presentation or any other building block of an overall initiative.

13. **“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.
14. **“Division”** means Public Health Division (PHD).
15. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
16. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
17. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
18. **“Fiscal Year (FY)”** means the Agency’s fiscal year, which begins on July 1, and ends on June 30.
19. **“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.
20. **“HHRP”** means the Hepatitis and Harm Reduction Program.
21. **“Lobbying Activities”** includes direct lobbying and grassroots or indirect lobbying. Direct lobbying is a communication with a legislator (federal, state, local or foreign) or legislative staff member which: (1) refers to specific legislation; and (2) reflects a view on that legislation. Grassroots or indirect lobbying is defined as a communication with the public that: (1) refers to specific legislation; (2) reflects a view on that legislation; and (3) includes a “call to action.”
22. **“Mandatory”** – the terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
23. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
24. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
25. **“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.



26. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
27. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
28. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
29. **“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.
30. **“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.
31. **“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.
32. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
33. **“State (the State)”** means the State of New Mexico.
34. **“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.
35. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.

36. **“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.)
37. **“Subcontract”** means an agreement whereby a Contractor transfers money to an organization or individual by a contractual agreement to acquire services from a third party
38. **“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.

#### **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 your own internet connection. The library contains information listed below:

Electronic version of RFP. <https://nmhealth.org/publication/rfp/>

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.  
<https://nmhealth.bonfirehub.com/portal/>

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
1. Issue of RFP	Agency	<i>Wednesday March 8, 2023</i>
2. Pre-Proposal Conference	Agency Potential Offerors	<i>Wednesday, March 15, 2023 2:00 – 3:00 Via Microsoft Teams <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODEyMjJiM2QtYmNkMy00MGJjLThiYmEtZDU3MTI2YzQzNzlj">https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODEyMjJiM2QtYmNkMy00MGJjLThiYmEtZDU3MTI2YzQzNzlj</a></i>
3. Acknowledgement of Receipt of Request for Proposals Form Due	Potential Offerors	<i>Wednesday, March 15, 2023 By 4:00 pm MDT</i>
4. Deadline to Submit Additional Questions	Potential Offerors	<i>Friday, March 17, 2023 By 4:00 pm MDT</i>
5. Response to Written Questions/RFP and Any RFP Amendments	Agency	<i>Wednesday, March 22, 2023</i>
6. Submission of Proposal	Offerors	<b><i><u>Wednesday, April 12, 2023</u></i></b> <b><i><u>By 4:00 pm MDT</u></i></b>
7. Proposal Evaluation	Evaluation Committee	<i>April 13, 2023 – April 31, 2023</i>
8. Selection of Finalists and Contract Negotiations	Agency	<i>By May 1, 2023</i>
9. Finalize Contractual Agreements	Agency/Finalist Offerors	<i>By May 31, 2023</i>
10. Contract Award	Agency	<i>On or about July 1, 2023</i>
11. Protest Deadline	Offerors	<i>15 days after knowledge of facts or occurrence giving rise to the protest.</i>

\*Dates indicated in Events 7 through 11 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

## **B. EXPLANATION OF EVENTS**

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

### **1. Issue RFP**

This RFP is being issued on behalf of the State of New Mexico, Department of Health on March 8, 2023.

### **2. Acknowledgement of Receipt Form**

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manger, Joshua Swatek, [joshua.swatek@doh.nm.gov](mailto:joshua.swatek@doh.nm.gov) to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 4:00 pm MDT on March 15, 2023.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

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

A pre-proposal conference will be held as indicated in the sequence of events on Wednesday, March 15th, 2023, at 2:00 pm MDT virtually via Microsoft Teams, [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ODEyMjJiM2QtYmNkMy00MGJlThiYmEtZDU3MTI2YzQzNzlj](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODEyMjJiM2QtYmNkMy00MGJlThiYmEtZDU3MTI2YzQzNzlj).

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 4:00pm MDT on Friday, March 17, 2023 as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement

Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

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

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:

<https://nmhealth.bonfirehub.com/portal/>

## **6. Submission of Proposal**

- A. ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 PM MOUNTAIN DAYLIGHT TIME ON Wednesday, April 12, 2023. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.
- B. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP-HHRP-24-27. Proposals submitted by facsimile, or other electronic means will not be accepted.
- C. 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 Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **8. Selection of Finalists**

The Evaluation Committee will select, and the Procurement Manager will notify, the finalist Offeror as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. Only finalists will be invited to participate in the subsequent steps of the procurement.

## **9. Oral Presentations**

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

## **10. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

## **11. Finalize Contractual Agreements**

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

## **12. Contract Awards**

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

## **13. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The fifteen (15) calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 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:

Roy McDonald  
Chief Procurement Officer  
Harrold Runnels Building  
Santa Fe, NM 87505

Mailing Address: P.O. Box 26110  
Santa Fe, New Mexico 87502-6110

**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 these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX D.

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

### **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.

### **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. **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, 1.4.1.5 & 1.4.1.36 NMAC.

## **7. Proposal Offer Firm**

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

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

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

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

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

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



## **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 Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

## **15. Contract Terms and Conditions**

- A. The contract between an Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting Agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) 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.
- B. The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. 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.

- C. Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.
- D. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.
- E. 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 Agency. 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**

Private for profit, not for profit agencies are eligible. Applicant qualifications and experience must include:

- a. The agency and/or principal staff of the agency must demonstrate having provided harm reduction services, overdose prevention services, harm reduction services, hepatitis clinical and preventative services, hepatitis navigation services, law enforcement training on harm reduction in New Mexico or mobile outreach to individuals experiencing homelessness for a minimum of at least three (3) years
- b. Offers must be for profit or non-profit organizations doing business in the state.

- c. Offerors must not have had a contract with HHRP cancelled for any reason in the past 3 fiscal years.

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

#### **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. 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, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

#### **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. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

## **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: <https://nmhealth.org/publication/rfp/>

## **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 <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## 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 Offeror's disqualification.**

## 30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.**

**31. 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:
    - i. 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;
    - ii. violation of Federal or state antitrust statutes related to the submission of offers; or
    - iii. 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.
    - i. 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.
    - ii. 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.
    - iii. 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.

### **32. New Mexico Preferences**

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue.

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

#### **A. New Mexico Business Preference**

A copy of the certification must accompany Offeror's proposal.

#### **B. New Mexico Resident Veterans Business Preference**

A copy of the certification must accompany Offeror's proposal.

**An Agency shall not award a business both a resident business preference and a resident veteran business preference.**

**The New Mexico Preferences shall not apply if the expenditures for this RFP includes federal funds.** III. RESPONSE FORMAT AND ORGANIZATION



### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP via electronic means.

#### B. ELECTRONIC SUBMISSION

##### 1. Electronic Responses (NMDOH Bonfire Procurement Portal)

For proposals submitted through NMDOH’s electronic procurement system, the Offeror need only submit one single electronic copy\* of each portion of its proposal as outlined below. Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal must be submitted in separate uploads as indicated below in this section, and must be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload.

a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal must be uploaded in the NMDOH Bonfire Procurement Portal.

- **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files**. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
- One (1) **redacted** (def. Section I.F.27) ELECTRONIC version for the public file, in order to facilitate eventual public inspection of the non- confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;

For technical support issues go to [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or visit their help desk forum at <https://vendorsupport.gobonfire.com/hc/en-us>

**The ELECTRONIC submission proposals must be received no later than the time and date indicated in Section II.B.6, Sequence of Events, Submission of Proposals.** The ELECTRONIC submission must be **fully uploaded** in NMDOH's Procurement Portal system, by the submission deadline in Section II.B.6.

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

**Electronic submission must be received no later than the time and date indicated in Section II.B.6.A.**

ELECTRONIC SUBMISSION ONLY Responses (New Mexico Department of Health Procurement Portal, Bonfire Interactive, can be accessed at [New Mexico Department of Health \(bonfirehub.com\)](http://New Mexico Department of Health (bonfirehub.com)))

All vendors must register with the Procurement Portal to log in and submit requested information.

### **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

#### **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.

#### **2. Mandatory and Technical Proposal:**

- a) Response to Specifications
  1. Abstract
  2. Organizational Description, Capability, and Eligibility
  3. Proposed Services
  4. Proposed Program Service
- b) Letter of Transmittal Form
- c) Board of Director's List
- d) Proof of Registration with NM-TRD or Proof of Non-Profit Status
- e) New Mexico Employee Health Coverage Form
- f) Campaign Contribution Disclosure
- g) Proposed Staffing
- h) Line Item Budget and Budget Justification
- i) Audit

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 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

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

### A. DETAILED SCOPE OF WORK

The CONTRACTOR shall perform the following work:

- 1) Provide Syringe Service Program (SSP) activities in compliance with all regulations and requirements under state law and from the DEPARTMENT's Hepatitis and Harm Reduction Program (HHRP), including:
  - a) Comply with regulations published in 7.4.6 of the New Mexico Administrative Code (NMAC).
  - b) Ensure that all staff and volunteers who deliver hepatitis and harm reduction services be currently certified through the HHRP's training.
  - c) Syringes, SHARPS containers, and other supplies are purchased by the DEPARTMENT/HHRP and not purchased by the CONTRACTOR. CONTRACTOR may purchase additional supplies using their own resources as they are able, however they may not bill or invoice the DEPARTMENT for these supplies; only services may be provided and billed or invoiced.
  - d) Provide harm reduction counseling to individuals participating in syringe services with a focus on hepatitis C transmission and risk associated with syringe and substance use. Provide appropriate information on HIV, Sexually Transmitted Infections (STI), drug use treatment, and tuberculosis.
  - e) Incorporate integrated infectious disease services into harm reduction activities as feasible. This can include HIV and HCV testing, adult viral hepatitis vaccines, and STI services. Collaborate with the DEPARTMENT's regional Public Health Offices and Disease Prevention Team (DPT) to deliver these services, as feasible.
  - f) Conduct all syringe services under this contract only in the State of New Mexico.
  - g) Provide the HHRP with the schedule of dates, hours and locations of syringe services at the beginning of this contract, and 30 days prior to any changes, with the exception of changes due to emergencies. In the event of an emergency change, notify the HHRP within 72 hours.
  - h) Ensure proper disposal of used syringes in approved biohazard containers. Assure proper disposal of biohazard containers utilizing approved biohazard waste disposal methods.
  - i) Collaborate with other public and private organizations in the region who serve the same risk populations including individuals who currently or formerly use substances and syringes, individuals engaging in commercial sex, transgender and

gender non-conforming individuals, gay/bisexual men and other men who have sex with men (MSM), high-risk heterosexuals, individuals who have been incarcerated, and individuals experiencing homelessness. This will include the DEPARTMENT's Public Health Offices and DPT in the region, as well as other organizations funded by the HHRP to deliver harm reduction services.

- j) Be available for on-site and outreach monitoring during regularly scheduled hours for syringe services and other hepatitis and harm reduction activities.
- 2) Provide Overdose Prevention Education and Naloxone Access activities in compliance with all regulations and requirements under state law and from the HHRP, including:
- a) Comply with regulations published in 7.32.7 of the New Mexico Administrative Code (NMAC).
  - b) Provide overdose prevention education to individuals using syringes and/or opioids as well as their friends, family and associates who may be available to provide assistance in the instance of an overdose.
  - c) Ensure access to naloxone for program participants in close collaboration with the DEPARTMENT's Public Health Offices and DPT in their region to ensure coordination and reduce duplication.
  - d) When receiving naloxone from the NMDOH, ensure compliance with all regulations for storage, distribution, and tracking of naloxone from all program fixed and outreach sites including the following location(s) where naloxone can be stored:
    - <Street address>
    - <City, NM, zip code>
- 3) Provide Hepatitis Clinical and Preventive Service and Navigation Service activities in compliance with all regulations and requirements under state law and from the HHRP, including:
- a) Follow DEPARTMENT protocols on hepatitis to ensure appropriate provision of hepatitis A and B vaccines.
  - b) Follow DEPARTMENT protocols on hepatitis screening to ensure provision of HCV testing using best practices. If confirmatory testing, clinical assessment, curative treatment and other follow-up services for persons testing positive for HCV are not provided directly, ensure clients are assessed and educated about the need and importance of these clinical services and provided with referrals and navigation.
  - c) Utilize educational materials for hepatitis education only after review and approval from the HHRP.

- d) Ensure that navigation targets and focuses on syringe services program participants and other persons at highest risk for HCV. This activity should include appropriate navigation through linkage to care, advocacy, facilitation, and access for clients to receive health care and medical services, curative treatment for HCV infection, social services, behavioral health counseling, substance use treatment, appropriate vaccinations, and other needed services.
- 4) Provide Logistics Management services to HHRP to support all statewide providers.
    - a) Coordinate logistics for the statewide harm reduction program. Logistics includes a variety of professional services related to delivery, storage, ordering and logging of approved supplies, including tracking availability and planning for potential shortages.
    - b) This service does not include direct purchase of any supplies or items using funds from this RFP, as the purchase will continue to be done by the HHRP, though items will be shipped to the logistics providers.
  - 5) Agree to comply with and provide data needed for any statewide or agency-level process or outcome monitoring of the program conducted by the HHRP. Provide all requested data and documentation for conducting such evaluation to the HHRP in a timely fashion using forms and formats specified by the program.
  - 6) Carry out all funded activities throughout the contract term. A proportional number of interventions shall be delivered in each fiscal quarter during each contract year, unless a different schedule is approved by the HHRP.
  - 7) Submit monthly invoices for reimbursement of all services conducted under this contract to the HHRP by the 10<sup>th</sup> day following the month in which services were performed. This shall follow forms and formats specified and provided by the program. Invoices not received by the HHRP by this date may not be processed until the following month. Any invoices not submitted on a monthly basis according to this timeline may not be paid.
  - 8) Submit non-confidential portions of the minutes of their Board of Directors or other governing body to the HHRP, upon request.
  - 9) Materials citing the DEPARTMENT or incorporating its logo must receive a two (2) week prior approval from the HHRP and/or DEPARTMENT's Public Information Officer.
  - 10) Be available for visits, both scheduled and unannounced by duly authorized DEPARTMENT and HHRP representatives to examine the CONTRACTOR's operations and records.
  - 11) Ensure coordination among statewide providers including sites operated by the DEPARTMENT and by contract partners by regularly participating in regional or statewide

harm reduction meetings as requested by the HHRP Manager or designated DEPARTMENT staff.

12) Notify the DEPARTMENT's Hepatitis and Harm Reduction Program Manager of any changes in staff within three business days of the change. Notify the DEPARTMENT's Hepatitis and Harm Reduction Program Manager regarding agency needs for technical assistance or training, as applicable.

13) Ensure diversity of programs and structure. This shall include assurance that programs meet the federal Cultural and Linguistic Access Standards (CLAS), available at: <http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>, to better serve the target population. CONTRACTOR shall maintain or build Board diversity

14) Performance Measures

CONTRACTOR shall conduct activities that substantially contribute to achievement of the following HHRP Performance Measures.

Overdose Prevention Measures

Program and population performance measure:

Conduct Overdose Prevention Education and Naloxone curriculum

- i) How much did we do: |  
Number of individuals completing the approved Overdose Prevention Education and Naloxone curriculum during the contract year.
- ii) How well did we do it:  
At least 25% of harm reduction clients report a successful reversal during the contract year.
- iii) Is anyone better off:  
Number of individuals reporting the reversal of opiate overdoses with the individual reported as "ok" as per the record of use forms after completing the approved Overdose Prevention Education and Naloxone curriculum during the contract year.

**B. MANDATORY SPECIFICATIONS**

**1. Abstract**

The abstract may be up to 300 words. Please briefly summarize the highlights of your proposal in this section. Describe key facets of your organizational description and eligibility. In addition, please list each of the interventions you intend to offer.

**2. Organizational Description, Capability, and Eligibility**

The Organizational Description, Capability, and Eligibility Section may be up to three (3) pages in length.

To be eligible to receive funding under this RFP, offerors must meet this eligibility criterion.

- Agencies must currently provide services within the State of New Mexico and have a New Mexico business address.
- The agency and/or principal staff of the agency must demonstrate having provided harm reduction services, overdose prevention services, syringe services, hepatitis clinical and preventative services, hepatitis navigation services, or law enforcement training on harm reduction in New Mexico for a minimum of at least two (2) years.
- Offers must be for-profit or non-profit organizations doing business in the state. Proposals will not be accepted from individuals or sole proprietor entities.
- Any organization that has contracted with HHRP and that has had a contract terminated in the last three (3) years since the start of calendar 2021 is not eligible under this RFP.

Please describe with specific details and years of experience how your organization meets this standard. If the qualification is based on one or more principal staff having at least two years of experience, provide detail including the individual's name, place where they provided this service, organization they were affiliated with, and types of services provided.

The offeror must demonstrate the expertise and capacity to deliver hepatitis and harm reduction interventions and services through the following.

- a. For offerors proposing services in the Service Categories of Syringe Services, and/or Overdose Prevention, there must be documentation of the agency or the principal staff of the agency having provided harm reduction services, or overdose prevention services, syringe services, in New Mexico for a minimum of at least two (2) years.
- b. For offerors proposing services in the Service Category of Law Enforcement Training, there must be documentation of having provided this activity in New Mexico for a minimum of at least two (2) years.
- c. For offers proposing services in the Service Category of Hepatitis Clinical and Preventive Services, there must be documentation of the agency or the principal staff of the agency having provided harm reduction services, overdose prevention services, syringe services, or hepatitis clinical and preventative services, or hepatitis navigation services in New Mexico for a minimum of at least two (2) years.

Please describe the following about the offeror organization in this section.

- Year of incorporation and/or year non-profit 501(c)(3) status was granted, if applicable.



- Size of current organizational operating budget. Note the fiscal year to which this applies.
- Number of members of the Board of Directors/Trustees and their particular areas of expertise.
- Number of staff members of the agency, expressed as full-time equivalents (FTE).
- Number of staff members working in Hepatitis and Harm Reduction and/or other health education and prevention programs, expressed as FTE.
- Background and qualifications of the Executive Director or CEO.
- Background and qualifications of the Program Manager/Supervisor responsible for Hepatitis and Harm Reduction activities.
- Experience and performance on prior and current Federal and State contracts. Describe whether any contracts were reduced or cancelled due to performance challenges.
- Overview of agency programs and services, with an emphasis on health services, health promotion activities and prevention services. Please note any evidence-based models incorporated into service delivery.

### 3. Proposed Services

For each of the six (6) Service Categories for which an offeror is requesting funds, include a section on Proposed Services. Utilize the Proposed Program Service Form provided in APPENDIX E. The form submitted for each Service Category may be up to three (3) pages in length.

Please include the following information in the response. The description should not describe the Service Category, but rather how the offeror plans to deliver these services with all required elements or components. The description should include key data points appropriate to each Service Category such as number of syringes distributed, and number of syringes collected; number of syringe services unique interactions with clients; number of naloxone distribution sessions; number of doses of naloxone distributed; outcomes of overdose prevention; other pertinent data points; and key successes and highlights.

#### a) Services:

1. **Syringe Services:** Professional services based on the harm reduction philosophy, including syringe services based on state protocols and guidelines. This includes education on the risks of sharing syringes and other injection materials (works) and how to reduce these risks through the use of sterile syringes and safer injection techniques. This includes providing access to sterile syringes and other “works” by staff who are certified by NMDOH to do so, as well as education on how to use these materials appropriately and that reduces risks such as sharing of materials. While this activity will be funded under this RFP, no syringes or other tangible goods will be purchased by successful offerors. All syringes, works, sharps containers and other supplies will be purchased directly by NMDOH and furnished to contract

providers.

2. **Overdose Prevention Education:** Overdose Prevention Education services utilizing the approved NMDOH Overdose Prevention Curriculum; training in the use of naloxone; and, providing access to either naloxone prescriptions or doses of this medication to persons who have received training. All naloxone will be purchased directly by NMDOH and furnished to contract providers.
3. **Law Enforcement Training:** Education and training regarding the public health and social benefits of harm reduction, syringe services, infectious disease prevention, overdose prevention, and naloxone use for individuals and organizations working in the fields of law enforcement, probation and parole, judicial and court services, and related governmental and community organizations.
4. **Hepatitis Clinical and Preventive Services:** Viral hepatitis clinical and preventive services, focused on individuals using syringes which may include one or more of the following: screening and testing for hepatitis B virus (HBV) and HCV, risk reduction counseling for HCV, referrals to confirmatory testing and medical services for those who test positive for HCV anti-bodies, primary and secondary prevention education, and vaccination for hepatitis A virus (HAV) and HBV.
5. **Navigation:** Navigation services for participants of syringe service, overdose prevention education, or hepatitis services. This includes appropriate referrals, facilitation of access and advocacy to receive health care and medical services, social services, behavioral health counseling and other services including substance use treatment, and housing. Enhanced surveillance for individuals who are reported to epidemiology as cases with HBV and/or HCV infection.
6. **Logistics Management:** Coordinate logistics for the statewide harm reduction program. Logistics includes a variety of professional services related to delivery, storage, ordering and logging of approved supplies, including tracking availability and planning for potential shortages. It does not include direct purchase of any supplies or items using funds from this RFP, as the purchase will continue to be done by the HHRP, though items will be shipped to the logistics providers.

**b) Relationship to Current Services:**

Please describe how the proposed services fit into the overall Offeror mission and current programs. If this will expand or enhance existing programs, describe how these new harm reduction programs will complement your current work. Please also describe other funders who support your harm reduction services or related activities, and if this funding will leverage or build upon these other resources.

**c) Community Collaboration and Integration:**

The proposed services must complement other HIV, STD, Hepatitis and Harm Reduction activities in the communities and regions you propose to serve. Please describe how your proposed program will incorporate these health issues, will link clients with essential services in these areas, and will refer clients to appropriate services in the community.

These activities should not duplicate those of other providers. Describe how these services will collaborate with those of other Harm Reduction providers in the area, including the DEPARTMENT's Disease Prevention Team (DPT) and the Public Health Offices (PHO) in your Public Health Region. Please describe current relationships, with an emphasis on activities and programs you provide in collaboration with other agencies. Note key referrals to and from your program with other organizations.

**d) Process and Outcome Monitoring:**

All Hepatitis and Harm Reduction contract providers must comply with the DEPARTMENT Hepatitis and Harm Reduction Program's process and outcome monitoring requirements. Please include a statement noting your commitment to comply with these requirements, including monthly reporting of process monitoring data.

In addition to process monitoring activities from the program, each agency must have their own outcome monitoring plan. Please describe your evaluation plan, including the following elements.

- Intended outcome of delivering your program models.
- Outcome monitoring tools you have developed to date, and those you intend to develop.
- Persons responsible for conducting evaluation and their roles and key tasks.

**C. TECHNICAL SPECIFICATIONS**

This segment will include consideration of completeness of all attachments except where those attachments are the subject of separate useful evaluation factors, and use of the Checklist as the Table of Contents of the Proposal.

Clarity, conciseness, and specificity of the attachments will be considered in the scoring. The degree to which the proposal is responsive to all sections of the Request for Proposals will be scored. Enough information must be presented for the DEPARTMENT to make a complete evaluation of the proposal.

Scoring will be based partially on inclusion of all items listed on the Checklist (APPENDIX G). Some scores are assigned numeric value and others as pass/fail.

The remainder of the scoring of this section will be based on the comprehensiveness of the entire proposal.

**1. Letter of Transmittal Form**

The Offeror's proposal must be accompanied by the Letter of Transmittal Form (APPENDIX D). The form must be completed and must be signed by the person authorized to obligate the company.

## **2. Board of Director's List**

The Offeror must provide a current list of the Board of Directors, or a statement explaining the lack of a Board, such as being an independent offeror, and not an agency or organization.

## **3. Proof of Registration with NM-TRD or Proof of Non-Profit Status**

All Offerors that are non-profit organizations must submit proof of this status from the Internal Revenue Service (IRS). All organizations must submit proof of registration with the New Mexico Taxation and Revenue Department.

## **4. Campaign Contribution Disclosure Form**

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

## **5. Offerors response to contract terms and conditions**

The Offeror must submit responses to Contract Terms and Conditions in from section II.C.15 and Offerors Terms and Conditions from Section II.C.16.

## 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, IV.C, and IV.D</b>	<b>Points Available</b>
<b>Mandatory Specifications</b>	Points must be assigned and defined for all factors (must total 100% of available points)
B. 1. Abstract	5 points
B. 2. Organizational Description, Capability, and Eligibility	20 points
B. 3. Proposed Services Utilize Proposed Program Service Form from APPENDIX E	50 points
<b>Technical Specifications</b>	
C.1. Letter of Transmittal Form	Pass/Fail
C.2. Board of Director’s List	Pass/Fail
C.3. Proof of Registration with NM-TRD or Proof of Non-Profit Status	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
<b>Business Specifications</b>	
D.1. Proposed Staffing	10 points
D.2. Line Item Budget and Budget Justification	10 points
D.3. Audit	5 points
<b>Total Possible Points</b>	<b>100 points</b>

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

#### 1. B.1 Abstract (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

#### 2. B.2 Organizational Description, Capability, and Eligibility (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

#### 3. B.3 Proposed Services (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

- 4. C.1 Letter of Transmittal Form (See Table 1)**  
Pass/Fail only. No points assigned.
- 5. C.2 Board of Director's List (See Table 1)**  
Pass/Fail only. No points assigned.
- 6. C.3 Proof of Registration with NM-TRD or Proof of Non-Profit Status (See Table 1)**  
Pass/Fail only. No points assigned.
- 7. C.4 Campaign Contribution Disclosure Form (See Table 1)**  
Pass/Fail only. No points assigned.
- 8. D.1 Proposed Staffing (See Table 1)**  
Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.
- 9. D.2 Line Item Budget and Budget Justification (See Table 1)**  
Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.
- 10. D.3 Audit (See Table 1)**  
Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

## **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. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

# APPENDIX A ACKNOWLEDGEMENT OF RECEIPT FORM

## Hepatitis and Harm Reduction Services RFP-HHRP-24-27 ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than March 15, 2023, at 4:00 pm MDT. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX G.

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

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

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

E-MAIL: \_\_\_\_\_

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

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

### Submit Acknowledgement of Receipt Form to:

To: Joshua Swatek

E-mail: [joshua.swatek@doh.nm.gov](mailto:joshua.swatek@doh.nm.gov)

Subject Line: Hepatitis and Harm Reduction Services, RFP-HHRP-24-27

## **APPENDIX B 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 DRAFT 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 General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work:

2. **Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

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

B. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

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

**3. Term.**

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

**4. Termination.**

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

D. Termination Management. 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 contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

**5. Appropriations.**

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

**6. Status of Contractor.**

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

**7. Assignment.**

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

**8. Subcontracting.**

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

**9. Release.**

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

**10. Confidentiality.**

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

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 DOH.

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 contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

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

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

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

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

**13. Amendment.**

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

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 contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

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

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

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

**24. Notices.**

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

To the Agency:

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].

**25. Authority.**

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

**26. 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.

**27. Liability Insurance.**

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

**28. 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 Unique Entity ID (UEI) 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 Appendix A shall apply and are incorporated herein. The operating code of this agreement is 00000005.

**29. 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.

**30. 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 GSD/SPD Contracts Review Bureau below.**

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

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

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

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

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

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

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

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

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

ID Number: 00-000000-00-0

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

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

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

By: \_\_\_\_\_  
GSD/SPD Contracts Review Bureau

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

APPENDIX A

(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 Appendix), 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 D LETTER OF TRANSMITTAL FORM

## LETTER OF TRANSMITTAL FORM

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).  
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE  
DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!**  
(N/A, None, Does not apply, etc. are acceptable responses.)

**RFP#: RFP-HHRP-24-27**

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED ID#</b>	
<b>NM CRS#</b>	

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

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

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

**3. Use of subcontractors (Select one):**

- No subcontractors will be used in the performance of any resultant contract, OR  
 The following subcontractors will be used in the performance of any resultant contract:

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

**4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)**

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

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

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

\_\_\_\_\_, 20\_\_\_\_\_  
 Authorized Signature and Date (Must be signed by the individual identified in item #2.A, above.)

## APPENDIX E PROPOSED PROGRAM SERVICE FORM

### PROPOSED PROGRAM SERVICE FORM

For each proposed Service Category, complete one copy of this form. You may expand the form up to three pages in length, for each Service Category.

<b>Name of Program Model</b>	
<b>Service/Intervention (check one only)</b>	<input type="checkbox"/> 1. Syringe Services <input type="checkbox"/> 2. Overdose Prevention Education <input type="checkbox"/> 3. Law Enforcement Training <input type="checkbox"/> 4. Hepatitis Clinical and Preventive Services <input type="checkbox"/> 5. Navigation
<b>Capacity to Provide the Proposed Service</b> <i>Year the agency began delivering this service, number of clients served in the previous two years. Include key data points appropriate to the Service Category such as number of syringes distributed, and number of syringes collected; number of naloxone distribution sessions; other pertinent data points; and key successes and highlights.</i>	
<b>Relationship to Current Services</b> <i>Describe how and why this is an appropriate service for this organization and matches the overall mission.</i>	
<b>Populations Served – Community Collaboration and Integration</b> <i>Describe the population(s) this service is intended to reach, any unique demographic factors, how they are recruited to engage in services, and community collaborations.</i>	
<b>Process and Outcome Monitoring - Specific Objectives</b> <i>List the goals and objectives for implementing this service.</i>	
<b>Staff Expertise</b> <i>List the name of each staff member trained in this service or strategy, the date they were trained, and who (agency) provided the training</i>	
<b>Recruitment Strategies</b> <i>Describe how you can ensure the ability to meet the service goals, including types of recruitment strategies and specific venues (including advertising and use of technology, if any).</i>	
<b>Adaptation</b> <i>Describe any changes made or planned to ensure the service is culturally appropriate for the intended target population.</i>	

## APPENDIX F LINE ITEM BUDGET FORM

### LINE ITEM BUDGET FORM

*Note: Operating costs includes all other items such as audit, rent, phone, utilities, etc.*

LINE ITEM	CALCULATION (as needed)	TOTAL REQUESTED
Cost of Services:	_____ Units of service  \$ _____ Cost per Unit	
Justification/Breakdown of Cost per Unit (be specific):		
Personnel <i>(list each position)</i>	<i>(you may expand this cell to accommodate this for each position)</i> 1). _____ FTE \$ _____ annual salary  2). _____ FTE \$ _____ annual salary  3). _____ FTE \$ _____ annual salary  4). _____ FTE \$ _____ annual salary	
Fringe Benefits	% _____ annual fringe rate	
Travel – In State		
Travel – Out of State		
Equipment <i>(Up to \$5,000 total)</i>		
Operating Costs: _____		
Operating Costs: _____		
Operating Costs: _____		
<b>TOTAL REQUESTED PER YEAR</b>		

## APPENDIX G CHECKLIST

### CHECKLIST (for reference only)

Please use this checklist when preparing and assembling your proposal.

Check all items included in proposal.	Item and Title	Page Limit
	<b>Abstract</b>	300 words
	<b>Organizational Description, Capability, and Eligibility</b>	3 pages
	<b>Proposed Program Service Form</b> <i>See form provided in APPENDIX E</i>	3 pages per service category. Category 6 may be up to 5 pages.
	<b>Letter of Transmittal Form</b> <i>See form provided in APPENDIX D</i>	1 page
	<b>Board of Director's List</b>	n/a
	<b>Proof of Registration with NM-TRD or Proof of Non-Profit Status</b> <i>Copy of proof of registration with the NM Taxation and Revenue Department for the payment of gross receipts tax <u>or</u> proof of the grant of an exemption from payment of federal income tax pursuant to Section 501 (c)(3).</i>	n/a
	<b>Campaign Contribution Disclosure</b> <i>See form provided in APPENDIX B</i>	n/a
	<b>Pay Equity Reporting</b>	n/a
	<b>Proposed Staffing</b>	n/a
	<b>Line Item Budget and Budget Justification</b> <i>See form provided in APPENDIX F</i>	n/a
	<b>Audit</b> <i>Note: only one copy is required, to be attached to the original application Most recent financial statement, audit report, and management letter comments. If not available, an explanation and plan of action to meet this requirement. This applies only to proposals, which exceed \$50,000, excluding gross receipts taxes.</i>	n/a
	<b>Checklist</b> <i>See form provided in APPENDIX G.</i>	n/a

Notes:

- Letters of support or collaboration are not expected or required