

New Mexico Public Schools Insurance Authority

REQUEST FOR PROPOSALS (RFP)

<Bundled Payment Arrangement for Surgical Services>



RFP#

342-2023-03

RFP Release Date: September 6, 2022

Proposal Due Date: October 6, 2022

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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1 INTRODUCTION

1.1 PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals on behalf of the New Mexico Public Schools Insurance Authority (NMPSIA) to establish a contract through competitive negotiations for the procurement of a qualified vendor to provide bundled payment arrangements for surgical services via a Centers of Excellence (COE) network.

Attached Document(s): [RFP Cover Page.pdf](#)

1.2 BACKGROUND INFORMATION

New Mexico Public Schools Insurance Authority (NMPSIA) provides insurance coverage for 88 New Mexico public school districts (Albuquerque Public Schools is not in the NMPSIA pool), 100 charter schools and 26 other educational entities in New Mexico. NMPSIA covers approximately 21,100 employees, 44,800 members for medical and prescription coverage under its three (3) self-funded medical plans (High Option with three carriers, Low Option with three carriers, and an EPO Option with one carrier).

NMPSIA serves as the secondary payer for one employer group with Medicare-eligible retirees and serves as a second payer for grandfathered board members. Members in these two groups are coded as such within the weekly EDI file sent to carriers.

NMPSIA provides wellness/well-being programs under the medical plans, as well as disease and care management/coordination programs in an attempt to improve the overall health of the insured population.

All public school districts (other than Albuquerque Public Schools) and charter schools currently are mandated to participate in the NMPSIA Group Plan; however, they may petition the NMPSIA Board to opt out once every four years, subject to proof of comparable alternatives and better pricing. Other educational entities may also petition the NMPSIA Board to join.

More information on NMPSIA benefits are available at <https://nmpsia.com/NMPSIABenefitsDivision.html>, including within the Program Guide at <https://nmpsia.com/programGuide.html>.

1.3 SCOPE OF PROCUREMENT

This procurement is to establish a Centers of Excellence (COE) network that is able to provide bundled payment arrangement and concierge services for musculoskeletal procedures (hip replacement, knee replacement, back fusions, etc.) at a competitive cost with minimal provider disruption. Please note that the Agency does not anticipate any modifications to the current plan designs but may consider options that would support lower costs for both members and NMPSIA.

The resulting contract will be a single award.

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

1.4 PROCUREMENT MANAGER

NMPSIA 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:

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Name: Claudette Roybal, Procurement Manager

Telephone: (505) 469-5746

Email: claudette.roybal@state.nm.us

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 NMPSIA.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section 2.2.12.** 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.

1.5 PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via ProposalTech. Refer to Section 3.2 for instructions.

1.6 DEFINITION OF TERMINOLOGY

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

1. **“Agency” or “Authority”** means the State Agency sponsoring this Procurement, New Mexico Public Schools Insurance Authority.
2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
5. **“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.
6. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
7. **“Contractor”** means any business having a contract with a state agency or local public body.
8. **“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.
9. **“Desirable”** - the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
10. **“Electronic Submission”** means a successful submittal of Offeror's proposal to the ProposalTech, in such cases where submissions via ProposalTech are accepted.

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11. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The electronic version/copy MUST be emailed
12. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors' proposals.
13. **“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.
14. **“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.
15. **“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.
16. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
17. **“IT”** means Information Technology.
18. **“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.
19. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
20. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
21. **“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.
22. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
23. **“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 2.3.8 of this RFP) blacked-out BUT NOT omitted or removed.
24. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
25. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and 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.
26. **“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.
27. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
28. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.
29. **“State (the State)”** means the State of New Mexico.
30. **“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

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the General Services Department and the State Purchasing Agent but does not include local public bodies.

31. **“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.)
32. **“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.
33. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

1.7 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, Questions & Answers, RFP Amendments, etc.

<https://nmpsia.com/procurements.html>

The attachments in the chart below are available in ProposalTech on the Manage Documents page.

Appendix	Document	Response Required
Appendix A	Acknowledgement of Receipt Form	Bidders must submit this form directly to the Procurement Manager
Appendix B	Campaign Contribution Disclosure Form	Bidders must include this signed form with their proposal
Appendix C	Draft Contract	N/A
Appendix D	Letter of Transmittal Form	Bidders must include this signed form with their proposal
Appendix E	Organizational Reference Questionnaire	Bidders must provide this questionnaire to designated references. References must return the completed response directly to the Procurement Manager
Appendix F	Non-Disclosure Agreement	Bidders must either verify that a global NDA is in place with Segal OR send a request to the Procurement Manager for a specific agreement to be prepared and released through Segal's Ironclad system. A fully-executed NDA is required before detailed claims data can be released.

Attached Document(s): [Appendix A - Acknowledgement of Receipt Form.docx](#), [Appendix B - Campaign Contribution Disclosure Form.docx](#), [Appendix C - Draft Contract.docx](#), [Appendix D - Letter of Transmittal Form.docx](#), [Appendix E - Organizational Reference Questionnaire.docx](#), [Appendix F - Non-Disclosure Agreement Form.pdf](#)

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2 CONDITIONS GOVERNING THE PROCUREMENT

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

SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	September 6, 2022
2. Acknowledgement of Receipt Form	Potential Offerors	3:00 PM MST September 16, 2022
3. Deadline to submit Written Questions	Potential Offerors	3:00 PM MST September 20, 2022
4. Response to Written Questions	Procurement Manager	September 29, 2022
5. Organizational Reference Questionnaire	Organizational References	3:00 PM MST October 4, 2022
6. Submission of Proposal	Potential Offerors	3:00 PM MST October 6, 2022
7.* Proposal Evaluation	Evaluation Committee	October 7, 2022 to November 4, 2022
8.* Selection of Finalists	Evaluation Committee	November 10, 2022
9.* Best and Final Offers	Finalist Offerors	November 22, 2022
10.* Oral Presentation(s)	Finalist Offerors	November 28, 2022
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	December 15, 2022
12.* Contract Awards	Agency/ Finalist Offerors	January 5, 2023
13.* Protest Deadline	Agency	+15 days

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

2.2 EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section 2.1., above.

1. Issue RFP

This RFP is being issued on behalf of the New Mexico Public Schools Insurance Authority on the date indicated in Section 2.1, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Claudette Roybal at Claudette.Roybal@state.nm.us, to have their organization placed on the procurement Distribution List. The form must be returned by 3:00 pm MST/ MDT on the date indicated in Section 2.1, Sequence of Events

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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 1.7) responses to written questions and any amendments to the RFP.

Once the Acknowledgement of Receipt Form is received and a Non-Disclosure Agreement is executed between Segal and Offeror, the claims data file (Medical and Rx separately) will be released to you via ProposalTech.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP by 3:00 pm MST/MDT on the date indicated in Section 2.1, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section 1.4. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to the written questions will be provided via ProposalTech, on or before the date indicated in Section 2.1, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section 2.2.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:
<https://nmpsia.com/procurements.html>

5. Submission of Proposal

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

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION 2.1, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the ProposalTech system. Such electronic submissions will be considered sealed in accordance with statute.

*It is the Offeror's responsibility to ensure all documents are completely uploaded and final submissions are posted electronically via ProposalTech at www.proposaltech.com by the deadline set forth in this RFP. Access to the electronic Request for Proposal (eRFP) will be locked after that time. Offerors will not be able to post or change their responses. Late proposals will not be considered. Please ensure that you, as the Offeror, **allow adequate time for large uploads and to fully complete your submittal by the deadline.** A submission that is not both: (1) fully complete; and (2) received, via ProposalTech by the deadline, will be deemed late. Further, a submission that is not fully complete and received via ProposalTech by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.***

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Proposals must be submitted electronically through ProposalTech's electronic procurement system. Refer to Section 3.2 for instructions. Proposals submitted by facsimile, or other electronic means other than through the ProposalTech's electronic e-procurement system, will not be accepted.

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

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section 2.1, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section 2.1, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be comprised of the top Offerors receiving the highest cumulative scores.

8. 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 2.1, Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

9. Oral Presentations

Finalist Offerors, as selected per Section 2.2.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section 2.1, 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 (GoToMeeting, Zoom, etc.). The Agency will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of NMPSIA.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section 2.1, 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.

11. Contract Awards

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Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section 2.1, Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

12. Protest Deadline

Any protest by an Offeror must be 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 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

New Mexico Public Schools Insurance Authority
410 Old Taos Highway
Santa Fe, New Mexico
505-469-2426

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

2.3 GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section 2.3, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section 2.3.30, 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

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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 and best and final offer (if the Offeror is invited or required to submit one), will be considered firm through such time as a contract is executed.

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 Section 3.2 and 3.5, 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

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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

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.

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.

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.

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

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

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section 2.3.15 for requirements.

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §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 1.6.19. 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 Agency's written permission.

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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 2.2.4, 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://nmpsia.com/procurements.html>

or

www.proposaltech.com

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

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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 2.3.1, (b) the organizations acceptance of the Section 5.2 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:

a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;

b. violation of Federal or state antitrust statutes related to the submission of offers;

or

c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

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c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

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.

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3 RESPONSE FORMAT AND ORGANIZATION

3.1 NUMBER OF RESPONSES

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

3.2 NUMBER OF COPIES

ELECTRONIC SUBMISSION ONLY Responses (via ProposalTech)

Proposals in response to this RFP must be submitted through ProposalTech ONLY: (www.proposaltech.com).

Detailed instructions for the completion and submission of your proposal will be found in the electronic RFP (eRFP) on ProposalTech. ProposalTech will be available to assist you with technical aspects of utilizing the system.

All sections must be answered completely and, as outlined in the RFP, using ProposalTech. It is not acceptable to use the term "See Attached" as a response to any of the questions, fee quotation forms, plan or network comparisons. Such a response may jeopardize your chances for consideration.

Final submissions must be posted with ProposalTech at www.proposaltech.com before the due date and time cited. Access to the eRFP will be locked after that time. Vendors will not be able to post or change their responses. Late proposals will not be considered.

The Authority reserves the right to ask Vendors follow-up questions through ProposalTech as may be necessary to fully evaluate bidder capabilities.

3.3 Acknowledgement of Receipt Form and Non Disclosure Agreement (NDA)

By the date specified in **2.1 Sequence of Events**, please send the Acknowledgement of Receipt Form to the Procurement Manager, Claudette Roybal, to the email address noted on the form and state whether you intend to bid. The Authority has engaged Segal as a Consultant for this procurement. If your organization currently has a global NDA in place with Segal, a new NDA is not required. This should be confirmed with Ms. Roybal prior to the due date for the Acknowledgement of Receipt Form. The Acknowledgement of Receipt Form and the NDA are posted to ProposalTech. Note the attached NDA is for reference only. If an NDA is required, Segal will use its Ironclad system to have a specific agreement prepared with your organization. Upon receipt of the Acknowledgement of Receipt Form and fully executed NDA, detailed claims data and other information to be used in responding to the RFP will be released to your organization.

Single, Radio group.

1: Completed and sent,

2: Not provided

3.4 Vendor Questions

Any questions regarding content should be submitted directly to the Procurement Manager using the "Ask Question" link in the left-hand side menu of the RFP by **the deadline specified in 2.1 Sequence of Events**. **You DO NOT need to submit your questions separately**, but can include them all in the text field provided.

Questions from any bidder that is considering a response to this RFP will be answered. Questions via email or telephone will not be accepted. The Authority reserves the right to provide a combined answer to similar questions. Any and all questions and answers to this RFP will be posted by **the date specified in 2.1 Sequence of Events**.

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Questions regarding technical issues with the website should be directed to ProposalTech, by calling (877) 211-8316, ext. #84, or by submitting a ticket using the "Tech Support" link in the left-hand side menu of the RFP.

3.5 Confidential Responses

The identification of confidential responses has been turned on for this RFP. If you feel that a response to a question contains proprietary/confidential information, click the "Disclosure" tab located underneath the question and check the box for "Exemption from Disclosure." Provide a reason for exemption in the text field provided. If you do not provide a reason for exemption, the question will not be considered answered. **DO NOT** make every response confidential. If you have any questions regarding this process, please contact Proposal Tech Support at 877-211-8316 x84.

Any Vendor that submits trade secrets or confidential commercial or financial information must also provide as an attachment one copy of its RFP response from which all trade secrets and confidential data have been redacted and which may be disclosed without objection in the event that the Agency receives a FOIA request for its proposal.

Instructions for downloading the redacted version:

1. Click on the "Standard" link under the Reports/Print heading in the left-hand side menu of the RFP.
2. On the report screen select "External" for report type. Check the box for "Flagged" report, and underneath check the box for "Select Marked" and "Confidential." (All sections are auto-selected.)
3. Click "Generate Report."
4. Save as a PDF and upload back into Proposal Tech.

3.6 Proposal Submission

All electronic proposals must be uploaded to ProposalTech by the date specified in 2.1 Sequence of Events in order to be considered. Proposals posted later than the time and date specified will not be considered. If you choose not to offer a proposal, please confirm this in writing with the specific reasons for your declination.

Any proposal that does not adhere to the requirements of this Section and **Section 3.7 Proposal Format** may be deemed non-responsive and rejected on that basis.

3.7 PROPOSAL FORMAT

All proposals must include the following components:

Technical Proposal - DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section 2.3.15)
- F. Offeror's Additional Terms and Conditions (from Section 2.3.16)
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)

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1. Organizational Experience
2. Organizational References
3. Oral Presentation (if applicable)
4. Statement of Concurrence to Mandatory Specification
5. Completed Technical Proposal Questionnaire
6. Financial Stability - (Financial information considered confidential, as defined in Section 1.6 and detailed in Section 2.3.8, should be placed in the **Confidential Information** file, per Section 3.2 and 3.5, as applicable)
7. New Mexico Preferences (if applicable)
 - H. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Proposal Questionnaire
2. Reprocessed Claim Data (Medical and Rx separately) with the required information added as additional columns to the claim data files, submitted via ProposalTech

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. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.** A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

3.8 Please verify that you have provided the required Signed Letter of Transmittal as an attachment to your response. Name the file: **[Your Organization's Name]_Letter of Transmittal.**

Single, Pull-down list.

- 1: Yes,
- 2: No

3.9 Please verify that you have provided the required Signed Campaign Contribution Form as an attachment to your response. Name the file: **[Your Organization's Name]_Campaign Contribution Form.**

Single, Pull-down list.

- 1: Yes,
- 2: No

3.10 Please verify that you have provided the required Response to Contract Terms and Conditions (see 2.3.15) by providing the name of all attachments that comprise this component of your response.

500 words.

3.11 Please verify that you have provided the required Offeror's Additional Terms and Conditions (see 2.3.16) by providing the name of all attachments that comprise this component of your response.

500 words.

3.12 Please verify that you have provided the required statement of Organizational Experience as an attachment to your response. Name the file: **[Your Organization's Name]_Organizational Experience.**

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Single, Pull-down list.

- 1: Yes,
- 2: No

3.13 Please confirm that you have provided the Organizational Reference Questionnaire to three (3) organizational references, each with a minimum of 30,000 covered lives.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not Confirmed

3.14 Please verify that you have provided the required Statement of Concurrence to Mandatory Specification as an attachment to your response. Name the file: **[Your Organization's Name]_Concurrence to Mandatory Specs.**

Single, Pull-down list.

- 1: Yes,
- 2: No

3.15 Please verify that you have provided copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist, by providing the name of all attachments that comprise this component of your response.

500 words.

3.16 Please indicate if you have provided a copy of an applicable New Mexico Resident Business Preference or New Mexico Resident Veterans Business Preference.

Single, Pull-down list.

- 1: NM Resident Business Preference,
- 2: NM Resident Veterans Business Preference,
- 3: Not applicable

4 SPECIFICATIONS

4.1 DETAILED SCOPE OF WORK

The Contractor shall perform the following work:

Strategy

Develop strategy for providing the bundled payment services catered to the covered members.

Administration

Provide high quality healthcare services via a COE network (or bundled payment program). Collaborate with the Agency to directly contract with facilities / providers within the state and surrounding states to build a credible COE(s) that meet high quality standards, in addition to the COE network you already have. Ensure member cost-sharing is coordinated with other health plans under contract with the plan.

Quality Assessment

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Monitor the quality metrics of COE providers. Ensure the credentialing standard necessary for providers participating in the bundled payment program.

Member Engagement/Experience

Ensure high level of member engagement using different programs available (e.g., tools to support surgery selection, care coordination or surgery scheduling via mobile app) and member satisfaction with the program.

Reporting

Provide timely access to reporting that allows Agency to monitor the program, including utilization, engagement and claim cost.

Implementation

Reconcile the eligibility information upon receipt. Communicate the identified errors and troubleshoot the errors to mitigate any further risk.

Centers of Excellence

Explain the selection, credentialing and termination process for network providers in the centers of excellence networks. Ensure all contracted providers are reasonably accessible by the members.

Privacy and Security

Ensure all PHI data is meeting HIPAA compliance requirements.

Finance and Banking

Coordinate the billing of claims between the applicable parties

4.2 TECHNICAL SPECIFICATIONS

1. Organizational Experience

1. Offeror must:

- a) provide a brief description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of bundled payment arrangements for surgical services. All relevant services provided to private sector will also be considered.
- b) Provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the Account Executive, Account Manager, Member Service Manager, Implementation Coordinator, Designated Clinical Representative and IT Coordinator. Offeror must include key personnel education, work experience, relevant certifications/licenses.
- c) indicate how many public sector bundled payment arrangement or COE network contracts of this size have been installed in the last two years and what percentage of business revenue is derived from such service engagements.

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d) describe two or three project successes and two or three failures of bundled payment arrangement or COE network engagements. Include how each experience improved the Offeror's services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients, each with a minimum of 30,000 covered lives, within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Type of Funding Arrangement (i.e., Fully-insured or Self-funded)
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX E. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section 2.1, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Mandatory Specification

The offeror must be able to provide bundled payment arrangements for surgical services with consideration of strategic value, administration, implementation, quality assessment, member engagement and experience.

4. Desirable Specification

The offeror must complete the following sections of the Technical Response Questionnaire:

General Information

Strategy

Administration

Quality Assessment

Member Engagement/Experience

Reporting

Implementation

Centers of Excellence

Privacy and Security

Finance and Banking

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Performance Guarantees

4.3 BUSINESS SPECIFICATIONS

1. Financial Stability

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

2. Performance Surety Bond (Reserved)

Performance Bond will not be required for this RFP.

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section 2.3.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

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). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

5. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

6. Cost

Offerors must complete all sections of the Cost Proposal Questionnaire and provide the Reprocessed Claim Data files (Medical and Rx separately) with the required information added as additional columns to the claim data files.

Three years' worth of claim data (calendar year 2019-2021) will be provided upon submission of the Acknowledgement of Receipt Form and verification that a recently executed NDA is on file with Segal. Offerors should return the reprocessed claim data after identifying and flagging claims that are eligible for bundled payment arrangement that is offered. Please refer to Section 7.2 for details.

Cost will be measured by the most competitive lowest net cost offer.

7. Resident Business or Resident Veterans Preference

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To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

5 EVALUATION

5.1 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.

Evaluation Factors <i>(Correspond to section 4.2 and 4.3)</i>	Points Available
4.2 Technical Specifications	
4.2.1 Organizational Experience	20
4.2.2 Organizational References	30
4.2.3 Mandatory Specification	Pass/Fail
4.2.4 Desirable Specification	
Strategy	50
Administration	75
Quality Assessment	100
Member Engagement and Experience	100
Reporting	50
Implementation	75
Centers of Excellence	100
4.3 Business Specifications	
4.3.1 Financial Stability	Pass/Fail
4.3.2 Performance Surety Bond	N/A
4.3.3 Letter Of Transmittal	Pass/Fail
4.3.4 Campaign Contribution Disclosure Form	Pass/Fail
4.3.5 Oral Presentations	100
4.3.6 Cost	300
TOTAL POINTS AVAILABLE	1,000
4.3.7.A New Mexico Preference - Resident Vendor Points per Section 4.3.7	50
4.3.7.B New Mexico Preference - Resident Veterans Points per Section 4.3.7	100

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5.2 EVALUATION FACTORS

1. 4.2.1 Organizational Experience (See Table 1)

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

2. 4.2.2 Organizational References (See Table 1)

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

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section 2.3.18.

3. 4.2.3 Mandatory Specifications

Pass/Fail only. No points assigned.

4. 4.2.4 Desirable Specifications

Points will be awarded based on an evaluation of the responses to the following sections of the Technical Proposal Questionnaire:

- Strategy
- Administration
- Quality Assessment
- Member Engagement and Experience
- Reporting
- Implementation
- Centers of Excellence

5. 4.3.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

6. 4.3.2 Performance Bond (See Table 1) (Reserved)

Performance bond will not be required for this RFP.

7. 4.3.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

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8. 4.3.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

9. 4.3.5 Oral Presentation (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

10. 4.3.6 Cost (See Table 1)

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

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

In order to determine the Offeror's cost, the eligible claims for bundling and the offerors' fees and service cost will be used.

11. 4.3.7 New Mexico Preferences

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

A. New Mexico Resident Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Business is 5% of the total points available in this RFP.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

5.3 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 2.2.6.
3. Responsive proposals will be evaluated on the factors in Section 4, which have been assigned a point value in Section 5. 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 5 will be recommended for award (as specified in Section 2.2.11). Please note,

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however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

6 TECHNICAL PROPOSAL QUESTIONNAIRE

6.1 General Information

6.1.1 State your organization's legal name, address, and state of incorporation.

500 words.

6.1.2 Provide a description of your organization's core activities.

500 words.

6.1.3 How long has your organization been operational?

500 words.

6.1.4 Provide a brief history of your organization, including the structure of ownership, and your status with respect to any merger/acquisition activity that your organization has been involved in over the past two years.

500 words.

6.1.5 Has your organization acquired, been acquired by, or merged with another organization in the past 24 months? If yes, explain.

Single, Radio group.

1: Yes, explain: [500 words] ,

2: No

6.1.6 Please list all company locations, including headquarters and call center locations. Also, please indicate the city/state in which each functional service (i.e., care coordinator) is physically located and the full-time equivalent ("FTE") number of employees dedicated to these tasks.

500 words.

6.1.7 Confirm the Account Executive and other account management personnel, as needed, will be available during regular business hours and during emergencies including being available for telephone consultation with Authority staff.

Single, Pull-down list.

1: Confirmed,

2: Not confirmed

6.2 Strategy

6.2.1 Please describe your overall market position.

500 words.

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6.2.2 How do you view the health care industry and marketplace? How do your solutions align within this ecosystem?

500 words.

6.2.3 Why would your organization be a good fit for the services requested? Describe your value proposition.

500 words.

6.2.4 What is your position on retrospective vs prospective bundled payment systems?

500 words.

6.3 Administration

6.3.1 Please list all the facilities / providers with which you have COE / bundled payment contracts within the state of New Mexico or that can be accessed by covered members and indicate the specialty services / procedures attributable to each.

500 words.

6.3.2 Describe how your solution uses data and the sources of the required data.

500 words.

6.3.3 Describe your approach to customize the Centers of Excellence program to meet the Authority's needs.

500 words.

6.3.4 As noted in Section 4.1, the selected vendor partner should be willing to work in collaboration with the Authority to directly contract with facilities / providers within the state and surrounding states to build a credible COE(s) that meet high quality standards, in addition to the COE network you already have. Who will hold the contract with the future providers - you, the Authority, or you jointly with the Authority? Please provide detailed rationale explaining your answer.

500 words.

6.3.5 What is the level of involvement required from the Authority in implementing the program?

500 words.

6.3.6 Please provide a project plan including a listing of dedicated staffing model both for your firm and staffing requirements from the Authority. Please provide the file name of any attachments that are included in this component of your response.

500 words.

6.3.7 Describe how member cost-sharing is coordinated with and/or reported to other health plans under contract with the Authority.

500 words.

NMPSIA Bundled Payment Arrangement for Surgical Services RFP

6.4 Quality Assessment

6.4.1 How does your program define a "Center of Excellence"?

500 words.

6.4.2 Describe the credentialing standards you use for providers. How often do you credential providers?

500 words.

6.4.3 Are different credentialing standards necessary for providers participating in a bundled payment program? If so, please describe.

Single, Radio group.

1: Yes, explain: [500 words] ,

2: No

6.4.4 Please describe your process for ongoing monitoring and oversight of quality metrics for COE providers.

500 words.

6.4.5 Have any COE surgeons/facilities been the subject of malpractice lawsuits while they were part of your program?

Single, Radio group.

1: Yes, explain: [500 words] ,

2: No

6.4.6 Describe how you assure an adequate number of providers accepting the bundled or reference price meet reasonable quality standards. Describe how you measure adequacy.

500 words.

6.5 Member Engagement

6.5.1 What are the standard business hours of your Member Services line?

50 words.

6.5.2 How many Member Services representatives are in this Department?

Integer.

6.5.3 Do your Member Services representatives have multilingual capabilities?

Single, Radio group.

1: Yes, explain: [500 words] ,

2: No

6.5.4 Do you offer any type of concierge model support for members? What member support tools does your program provide (e.g., tools to support surgery selection, care coordination, surgery scheduling). Please describe in detail.

Single, Radio group.

1: Yes, explain: [500 words] ,

2: No

NMPSIA Bundled Payment Arrangement for Surgical Services RFP

6.5.5 How do you engage members in using the Centers of Excellence or bundled payment program?

500 words.

6.5.6 Does your organization have experience working with third party solutions e.g., Expert Medical Opinion, patient advocacy vendors to accept referrals to the COE?

Single, Radio group.

1: Yes, explain: [500 words] ,

2: No

6.5.7 What communications materials do you include at no additional cost to create awareness of this program? How do you drive engagement? Please provide copies of communications materials as well as a link to online enrollment and navigation for members. Please provide the file name of any attachments that are included in this component of your response.

500 words.

6.5.8 Confirm that all web-based services and app-based services are included in the fees that you have provided and that no additional fees would apply.

Single, Radio group.

1: Confirmed,

2: Not confirmed

6.5.9 Confirm you will keep your website and smartphone app current, up-to-date, and Authority-specific.

Single, Radio group.

1: Confirmed,

2: Not confirmed

6.5.10 Does the program have a mobile app for patients? What activities are performed in the app?

Single, Radio group.

1: Yes, explain: [500 words] ,

2: No

6.5.11 How is the app integrated with other ecosystem solutions e.g., EMO / Navigation / Digital Musculoskeletal, etc.?

500 words.

6.5.12 What percent of members typically engage through your mobile app?

Percent.

6.5.13 The Authority expects that your organization can currently or will be able to prior to the start of the program, allow certain information, including provider name, cost of the services, quality information, and benefit coverage to be made available to its members through some form of online transparency tool. Do you agree to allow this information to be made available to members either directly or through a third-party vendor?

Single, Radio group.

1: Yes, explain: [500 words] ,

2: No

6.5.14 What level of program utilization have you been able to achieve?

NMPSIA Bundled Payment Arrangement for Surgical Services RFP

500 words.

6.5.15 How is program utilization defined? What is the typical utilization rate in a voluntary vs. mandatory program?

500 words.

6.5.16 Describe your ability to provide an accessible website for individuals with a disability, accommodations for those who request them, and services for those who have Limited English Proficiency.

500 words.

6.6 Member Experience

6.6.1 Describe the experience members have when engaged with the COE provider.

500 words.

6.6.2 Is there a single Care Specialist dedicated to the patient through the whole process?

Single, Radio group.

1: Yes,

2: No

6.6.3 How do you measure member satisfaction with the program?

500 words.

6.6.4 What happens if a member needs to be readmitted to a different provider than the one that did the surgery?

500 words.

6.6.5 What is the readmission/complication rate by procedure type for surgeries happening through the COE program vs. the surgeries happening through the Authority's health plan?

500 words.

6.7 Reporting

6.7.1 Will you provide timely access to reporting, including but not limited to engagement and utilization data, in support of the Authority's business goals, market segmentation and communications initiatives?

Single, Radio group.

1: Yes, explain: [500 words],

2: No

6.7.2 Describe your standard reporting package and provide samples. What's the frequency of reporting? Please provide the file name of any attachments that are included in this component of your response.

500 words.

6.7.3 How do you measure the impact of your programs and report on results?

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500 words.

6.7.4 How do you measure adoption/engagement, behavior, outcomes, and user satisfaction? What engagement statistics are tracked and reportable?

500 words.

6.7.5 Are you capable of generating the necessary reports for internal use and to share with providers, including case summaries, case completion rates, warranty claims?

Single, Radio group.

1: Yes, explain: [500 words] ,

2: No

6.7.6 Are reports customizable - for example, by location or population segment, at no additional cost to the Authority?

Single, Radio group.

1: Yes, explain: [500 words] ,

2: No

6.7.7 Do you provide reporting for the purposes of administration of incentives? If you do, can you track member performance against benefit designed incentives?

Single, Radio group.

1: Yes, explain: [500 words] ,

2: No

6.8 Implementation

6.8.1 Provide a detailed implementation plan. Include a detailed timetable assuming a Notice of Contract Award by January 5, 2023 for a July 1, 2023 Program 'go-live' date. At a minimum, the implementation plan should include specific details on the following:

- i. Identification and timing of significant responsibilities and tasks
- ii. Names, titles, and implementation experience of key implementation staff and time dedicated to the Authority during implementation
- iii. Identification and timing of the Authority's responsibilities
- iv. Transition requirements with the incumbent vendors
- v. Staff assigned to attend and present at member educational sessions

Please provide the file name of any attachments that are included in this component of your response.

500 words.

6.8.2 Describe in detail all data that your organization will need from the Authority (or its healthcare vendors) in order to implement the services.

500 words.

6.8.3 What is the average lag time between receipt of eligibility information and downloading of information into your system?

500 words.

NMPSIA Bundled Payment Arrangement for Surgical Services RFP

6.8.4 Describe your organization's process to identify errors through error reporting and how the IT/data resources will address the errors and communicate them to Authority staff.

500 words.

6.8.5 Describe your best practice of eligibility reconciliation. Confirm that you will be able to produce a full eligibility file on a monthly basis.

500 words.

6.8.6 Describe all data that you will require on an ongoing basis to administer the services.

500 words.

6.9 Privacy and Security

6.9.1 Describe your HIPAA-HITECH privacy and security compliance program including how patient privacy is protected throughout the member experience.

500 words.

6.9.2 What back up procedures are in place to maintain data integrity?

500 words.

6.9.3 Describe any breaches of PHI reported to HHS.

500 words.

6.10 Finance and Banking

6.10.1 What data/electronic information is needed to coordinate billing between you and the Authority for services provided?

500 words.

6.10.2 When are administrative fees due?

500 words.

6.11 Centers of Excellence

6.11.1 Please list the criteria for travel costs to be reimbursed for the patient and family members.

500 words.

6.11.2 Do you have available Centers of Excellence programs for joint (i.e., knee, spine, and hip) replacements or other surgical services?

Please list your contracted facilities that cover the following member areas within New Mexico and neighboring states.

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Member Area	Contracted Facility - Within area	Contracted Facility - Proposed out of area: in state	Contracted Facility - Proposed out of area: out of state
Albuquerque	200 words.	200 words.	200 words.
Santa Fe	200 words.	200 words.	200 words.
Northwest NM	200 words.	200 words.	200 words.
Northeast NM	200 words.	200 words.	200 words.
Southwest NM	200 words.	200 words.	200 words.
Southeast NM	200 words.	200 words.	200 words.
West TX	200 words.	200 words.	200 words.
South CO	200 words.	200 words.	200 words.
East AZ	200 words.	200 words.	200 words.

6.11.3 What are your expansion plans for these centers in 2023 and 2024?

500 words.

6.11.4 Do you have SCAs (single case agreements) in place in certain areas? If yes, please explain what happens when they are removed? How many surprise bills have patients received and had to pay related to surgeries going through an SCA?

Single, Radio group.

1: Yes, explain: [500 words] ,

2: No

6.11.5 Describe your selection, credentialing, and termination processes for network providers, hospitals, and facilities in the centers of excellence networks. Are any facilities in your network identified as a "Center of Excellence" by any State or Federal agencies, or a nationally recognized accrediting organization? If so, please describe.

500 words.

6.11.6 The Authority will require that you agree to notify the Authority immediately if the network or any provider loses any accreditation licenses, liability insurance coverage, security or bonding. Will you agree to this provision?

500 words.

6.12 Performance Guarantees

6.12.1 The Authority will require specific minimum performance guarantees. Please provide performance guarantees you are willing to offer, including for Implementation, patient satisfaction, and member experience. All guarantees shall be set and measured at least annually. Measurement of performance guarantees may be based on internal self-reporting, subject to independent audit.

NMPSIA Bundled Payment Arrangement for Surgical Services RFP

Single, Radio group.

1: Confirmed,

2: Not confirmed

7 COST PROPOSAL QUESTIONNAIRE

The fees and rates in your proposal must exclude any charge for commissions or any such remuneration in any form whatsoever.

7.1 Fee Quotation

7.1.1 Provide a list of the fees that you would propose to charge the Authority. These should include any start-up fees and the fees for accessing the network(s). All fees should be based on an anticipated effective date of July 1, 2023 and approximately 44,800 members. Please provide fee structure under voluntary (where the program is optional alongside of the existing network).

Centers of Excellence Bundled Payment Arrangement - Policy Year Beginning July 1st

* If network access fees are based on a percentage of savings, please convert them to an estimated PMPM cost.

** PMPM = Per-Member-Per-Month, note that this fee should be the total of all fees combined.

Fees	Year 1	Year 2	Year 3	Year 4
Set up Fees	Dollars.	Dollars.	Dollars.	Dollars.
Per case/bundle incidence	Dollars.	Dollars.	Dollars.	Dollars.
PMPM fee (if not per case)	Dollars.	Dollars.	Dollars.	Dollars.
% of Costs/Savings	Dollars.	Dollars.	Dollars.	Dollars.
Other (Explain)	Dollars.	Dollars.	Dollars.	Dollars.

7.1.2 Using the claims data provided for the Authority, please reflect the procedure count and your average COE cost for each bundling type procedure from January 1, 2021 thru December 31, 2021.

Bundling Type/Name	Procedure Count	Avg COE Cost
Knees	Integer.	Dollars.
Hips	Integer.	Dollars.
Shoulders	Integer.	Dollars.
Spine	Integer.	Dollars.
Total/Average	Integer.	Dollars.

7.1.3 Please describe how the shift in care to each COE facility location was determined (i.e., how did you determine which COE facility a member would be accessing).

500 words.

7.1.4 Are you willing to provide 180 days' notice for any change in policy forms, rates, underwriting requirements and guarantees?

NMPSIA Bundled Payment Arrangement for Surgical Services RFP

Single, Pull-down list.

- 1: Yes,
- 2: No

7.1.5 Are the rates quoted valid for at least 180 days after receipt of quote?

Single, Pull-down list.

- 1: Yes,
- 2: No

7.1.6 Are you willing to provide Credits and Allowances for NMPSIA's costs of implementing your program?

Single, Pull-down list.

- 1: Yes,
- 2: No

7.1.7 Please describe implementation and communication credits you agree to allow, including any open enrollment costs in the table below:

** One-Time assumes first year of the contract. Annual assumes each year of the contract.*

Allowance Type	Included? (Y/N)	Credit Amount (\$)	Credit Frequency (One-Time or Annual)*
Implementation Allowance	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>	<i>Single, Radio group.</i> 1: One-Time, 2: Annual
Communication Allowance	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>	<i>Single, Radio group.</i> 1: One-Time, 2: Annual
Open Enrollment Allowance	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>	<i>Single, Radio group.</i> 1: One-Time, 2: Annual
Wellness Program Allowance	<i>Single, Pull-down list.</i> 1: Yes, 2: No	<i>Dollars.</i>	<i>Single, Radio group.</i> 1: One-Time, 2: Annual

7.1.8 Confirm that your fees quoted are guaranteed for each policy period listed. Thereafter, will your rates/fees be guaranteed for each succeeding full twelve-month period? Will this provision be included in your contract?

500 words.

7.1.9 Multiple-year fee guarantees must be accompanied by multiple-year contract guarantees. Cancellation of the contract before the fee guarantee is not acceptable. Do you agree to include this provision in your contract?

Single, Pull-down list.

- 1: Yes,
- 2: No

NMPSIA Bundled Payment Arrangement for Surgical Services RFP

7.1.10 Do you agree that changes in the fees for the coverage in force may be instituted only as of a renewal rate anniversary? A "yes" answer will require contract to include such language.

Single, Pull-down list.

- 1: Yes,
- 2: No

7.1.11 When are fees due, and what is the grace period for payment of fees under your policy? If fees are paid subsequently, is a penalty and/or interest charge assessed? If yes, please explain in detail. Are there any options available with respect to the grace period? If so, please explain the option(s) and any charge that is made for them.

500 words.

7.1.12 Does the vendor provide independently/externally validated cost savings?

Single, Pull-down list.

- 1: Yes,
- 2: No

7.1.13 Is unit cost savings percent before or after bundle fee?

Single, Pull-down list.

- 1: Before,
- 2: After

7.2 Reprocessed Claim Data (Medical and Rx)

7.2.1 Please return the Medical claim data file with the following required fields added:

Field Name	Status	Note
MemberID	Provided	
SubscriberID	Provided	
MemberType	Provided	Employee/Spouse/Child
MemberDOB	Provided	
MemberGender	Provided	
MemberZipCode	Provided	
ClaimNumberDeIdent	Provided	De-identified claim number
ClaimLineNumber	Provided	
ClaimType	Provided	Inpatient/Outpatient/Professional/Ancillary
PrimageDiagnosisCode	Provided	
DiagnosisCode2	Provided	
DiagnosisCode3	Provided	
DiagnosisCode4	Provided	
DiagnosisCode5	Provided	
PlaceOfService	Provided	

NMPSIA Bundled Payment Arrangement for Surgical Services RFP

ProcedureCode	Provided	
ProcedureCodeMod	Provided	
RevenueCode	Provided	
DRGCode	Provided	
DateOfServiceFrom	Provided	
DateOfServiceTo	Provided	
BundleEligible	Required	Indicate whether claim line is eligible for bundle. 1 or 0: 1=yes, 0=no
BundleType	Required	Please provide type of bundling or name of bundling program

Single, Pull-down list.

- 1: Attached,
- 2: Not provided

7.2.2 Please return the Rx claim data file with the following required fields added:

Field Name	Status	Comment
MemberID	Provided	
SubscriberID	Provided	
MemberType	Provided	
MemberDOB	Provided	
MemberGender	Provided	
MemberZipcode	Provided	
ClaimNumberDeldent	Provided	De-identified claim number
ClaimLineNumber	Provided	
NDC	Provided	
DateFilled	Provided	
BundleEligible	Required	Indicate whether claim line is eligible for bundle. 1 or 0: 1=yes, 0=no
BundleType	Required	Please provide type of bundling or name of bundling program

Single, Pull-down list.

- 1: Attached,
- 2: Not provided

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Bundled Payment Arrangement for Surgical Services
342-2023-03

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 3:00 PM MST September 16, 2022. 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 F.

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: Claudette Roybal, Procurement Manager

E-mail: Claudette.Roybal@state.nm.us

Subject Line: Bundled Payment Arrangement for Surgical Services 342-2023-03

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.

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

The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award. The New Mexico Public Schools Insurance Authority (NMPSIA) reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

STATE OF NEW MEXICO

NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Public Schools Insurance Authority**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

(—OR—)

(CHOICE – MULTI-YEAR)

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

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

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

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY with a start date of **(DATE)**. 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 one hundred and eighty (180) days prior to the intended date of termination, which notice shall (i) identify all the Agency's

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

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

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

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

5. **Appropriations.**

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

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax

purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in

which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

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

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this

Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

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

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

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

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

To the Agency:
[insert name, address and email].

To the Contractor:
[insert name, address and email].

25. Authority.

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

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

New Mexico Public Schools Insurance Authority

By: _____
Al Park,, Board President

Date: _____

(CONTRACTOR)

By: _____
Contractor

Date: _____

ACKNOWLEDGMENT FOR CORPORATION

State of New Mexico)
) ss
County of Santa Fe)

SUBSCRIBED AND SWORN to before me this ____ day of _____, by, (NAME), (CONTRACTOR).

Notary Public

My Commission Expires

APPENDIX D
LETTER OF TRANSMITTAL FORM

APPENDIX D

Letter of Transmittal Form

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section 2.3.30).
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#: 342-2023-03

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

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

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

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

3. 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 2.3.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section 5 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

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The New Mexico Public Schools Insurance Authority (NMPSIA), as a part of the RFP process, requires Offerors to provide a list of three (3) organizational references in their proposals. Each reference should have a minimum of 30,000 covered lives.

The purpose of these references is to document Offeror's experience relevant to the Section 4.1, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section 4.2.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Claudette Roybal at Claudette.Roybal@state.nm.us by 3:00 PM MST October 4, 2022 MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 342-2023-03
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the New Mexico Public Schools Insurance Authority (NMPSIA) via e-mail at:

Name: Claudette Roybal, Procurement Manager
Email: Claudette.Roybal@state.nm.us

Forms must be submitted no later than 3:00 PM MST October 4, 2022 MST/MDT, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the NMPSIA **Procurement Manager** at Claudette.Roybal@state.nm.us. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Client name	
Project description	Bundled Payment Arrangement for Surgical Services
Project dates (effective date of Bundled Payment Arrangement and termination date, if applicable)	
Type of Funding Arrangement (i.e. Fully-insured or Self-funded)	
Staff assigned to reference engagement that will be designated for work per this RFP	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	

QUESTIONS FOR ALL CLIENTS:

1. How would you rate the vendor's knowledge and expertise?

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

COMMENTS:

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

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

COMMENTS:

3. How satisfied are/were you with the products/services developed by the vendor?

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

COMMENTS:

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

COMMENTS:

QUESTIONS FOR EXISTING CLIENTS:

5. When did you implement with the bundled payment arrangement for surgical services?

6. Who was the prior vendor for the bundled payment arrangement and why did you switch?

7. Was the implementation by the vendor successful? If not, please list the issues that the Plan had to address and if the vendor was responsive in correcting the issues.

8. Is the vendor currently providing good service (e.g. satisfactory account team that addresses issues in a timely manner, etc.)?

9. Does it appear the vendor is providing higher savings and added value to the plan?

QUESTIONS FOR TERMINATED CLIENTS:

10. When did the Plan terminate with the vendor and which vendor replaced them?

11. Was the vendor terminated due to service issues? If not, what was the reason for termination (e.g. end of contract, competitive bid, etc.)?

APPENDIX F
NON-DISCLOSURE AGREEMENT



Mutual Confidentiality and Non-Disclosure Agreement

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “Agreement”), is entered into on [Agreement Date] (the “Effective Date”), by and between [Counterparty Name], on behalf of itself and its subsidiaries and affiliates (“Company”) and The Segal Group, Inc., on behalf of itself and its subsidiaries and affiliates (“Segal”). Company and Segal may be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, in connection with Choose an item. (the “Purpose”), the Parties may need to exchange certain Confidential Information (as such term is defined in this Agreement);

WHEREAS, the Parties desire to protect the confidentiality of such Confidential Information; and

NOW, THEREFORE, the Parties hereto agree as follows with regards to each’s receipt of Confidential Information:

1. Confidential Information.

- a. *Definition*: “Confidential Information” will be defined as: proprietary or confidential information, nonpublic information, trade secrets, designs and other data including, but not limited to, the disclosing Party’s financial information projections, sales and marketing information, client information and contracts personnel information, management systems, strategic plans, financial information and other information about the other Party’s business, industry, products and services, plans, specifications, operation methods, techniques, manuals, know-how and other intellectual property, in written or other tangible form, or orally, necessary to effectuate the Purpose.
- b. *Exclusions*: Confidential Information will not include information which: (i) is or becomes a part of the public domain through no fault of the receiving Party; (ii) was in the receiving Party’s lawful possession prior to the disclosure; (iii) is disclosed by the disclosing Party without restriction on disclosure; (iv) is independently developed by the receiving Party without reliance on the disclosing Party’s Confidential Information; (v) is required to enforce a Party’s rights hereunder; or (vi) is required be disclosed by a governmental authority or pursuant to a subpoena, provided that to the extent not prohibited by applicable law, the receiving Party gives the disclosing Party a reasonable opportunity to contest the disclosure and/or seek any available protections for the Confidential Information.
- c. *No Obligations or Warranties*. Nothing herein requires the disclosure of any Confidential Information, which information shall be disclosed, if at all, in the sole and absolute discretion of disclosing Party. Confidential Information is provided on an “as-is” basis and the disclosing Party makes no warranty as to the accuracy or completeness or fitness for a particular purpose of the Confidential Information

- d. *Ownership.* All Confidential Information is and shall remain the sole and exclusive property of the disclosing Party. No right or license, either express or implied, is granted to the receiving Party pursuant to this Agreement.

2. Confidentiality. With respect to disclosing Party's Confidential Information, the receiving Party agrees to:

- a. Maintain such Confidential Information in confidence, using at least the same standard of care with respect to the Confidential Information that it uses in maintaining the confidentiality of its own Confidential Information, which shall be a reasonable standard of care;
- b. Not use or disclose such Confidential Information for any reason other than the Purpose or as explicitly permitted herein, without the express permission of the disclosing Party;
- c. Not misappropriate or use Confidential Information in order to intentionally damage the disclosing Party's business or reputation or otherwise gain a competitive advantage over the disclosing Party;
- d. Only disclose, or otherwise make available, Confidential Information to those of its affiliates, shareholders, directors, officers, employees, agents and representatives ("Representatives") who have a legitimate need to know the Confidential Information in furtherance of the Purpose and have been made aware of the obligations of this Agreement and their responsibility for complying with those obligations. The receiving Party acknowledges that it is fully responsible for a breach of this Agreement by its Representatives;
- e. Notify the disclosing Party, in writing, immediately upon the occurrence of any unauthorized use, disclosure or release of Confidential Information of which it is aware.

3. Cybersecurity. Each Party maintains procedures, consistent with industry standards and as required by law, to ensure the security of all data maintained on its information technology systems. In addition, each Party shall maintain a business continuity/disaster recovery program, consistent with industry standards and as required by law. Each Party agrees to provide the other Party with any reasonably requested information related to its information security protocols and disaster recovery program. Such information will constitute Confidential Information and be subject to the Party's obligations under this Agreement.

4. Return of Information. Upon the request of the disclosing party, the Receiving Party shall immediately return to the disclosing Party any Confidential Information in written or other tangible form. Notwithstanding the foregoing, Segal may retain archival copies of any Confidential Information received to the extent required to comply with its then-existing document retention and business continuity programs. Any Confidential Information so retained will be maintained in accordance with Segal's obligations hereunder.

5. **Term.** The receiving Party's obligations hereunder shall remain in effect for so long as it maintains Confidential Information in any form.
6. **Injunctive Relief.** The receiving Party acknowledges that a failure by the receiving Party or its Representatives to comply with the terms of this Agreement may cause irreparable damage to the disclosing Party and that, in addition to any other legal remedies or equitable relief available to the disclosing Party for the breach of this Agreement, the disclosing Party may seek, from a court of appropriate jurisdiction, specific performance to prevent, inhibit or enjoin any action taken by the receiving Party or its Representatives in breach hereof.
7. **Governing Law.** Without limiting the disclosing Party's ability to seek injunctive relief under Section 6, any disputes between the Parties hereto are subject to mediation in accordance with the Judicial Arbitration and Mediation Service ("JAMS") as a condition precedent to the commencement of any legal proceeding hereunder. Except to the extent superseded by federal law, the validity, interpretation, enforceability, and performance of this Agreement will be governed by the laws of the State of New York. Unless otherwise agreed by the Parties, any dispute, controversy or claim arising out of or to enforce the terms of this Agreement may be brought in the appropriate federal or state court in the State of New York, New York County. **THE PARTIES AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF THIS AGREEMENT.**
8. **Notices.** Any notices or other communications under this Agreement will be in writing and will be given to the Parties by hand, by electronic mail, nationally recognized overnight courier service or by express, registered or certified mail, postage prepaid, return receipt requested, at the addresses set forth below:

If to Company, to:

[Counterparty Name]
 [Counterparty Address
 City, State, Zip]
 Attention: [Counterparty Contact Name]
 [Counterparty Notices Email]

If to Segal, to:

The Segal Group
 333 West 34th Street
 New York, New York 10001
 Attention: General Counsel
 Contract_Notice@segalco.com

9. General

- a. *Entire Agreement; Modification of Agreement.* This Agreement constitutes the entire agreement between the Parties regarding the exchange of Confidential Information. Neither party has relied on any promises, representations, or warranties, except as expressly set forth in this Agreement. No modification or amendment hereto will be valid unless it is in writing and signed by the Parties
- b. *Severability and Waiver.* If any provision of this Agreement is found to be illegal or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. No consent to or waiver of any default hereunder will be effective unless in writing and no such consent or waiver will be construed as a consent to or waiver of any default in the future or of any other default hereunder.

- c. *No Third Party Beneficiaries.* This Agreement is made and entered into solely for the benefit and protection of the Parties hereto, their successors and permitted assigns, and does not confer any rights or privileges upon any third parties.
- d. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument.

* * * * *

Execution Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

The Segal Group, Inc.

[Counterparty Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

If second signature is required:

By: _____

Name: _____

Title: _____

Date: _____