

New Mexico Public Schools Insurance Authority

REQUEST FOR PROPOSALS (RFP)

**Workers' Compensation Third-Party Claims
Administration Services**



RFP#
342-2023-06

RFP Release Date: 1/26/2023

Proposal Due Date: 2/28/23

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of workers' compensation third party claims administration services, for the New Mexico Public Schools Insurance Authority (NMPSIA).

B. BACKGROUND INFORMATION

The New Mexico Public Schools Insurance Authority (NMPSIA) is a public entity pool created pursuant to the Public Schools Insurance Authority Act (Sect. 22-29-1 et seq. NMSA 1978). It is charged with providing comprehensive core insurance programs for participating employers and public-school districts property/liability and workers' compensation insurance (Risk) and the full range of employee benefits coverages to participating public employees and dependents (Benefits).

The purpose of the Agency is to provide comprehensive core insurance programs for all participating public schools and to maximize cost containment opportunities for required insurance coverage. The "Risk-Related" program of the Agency was legislatively mandated on July 1, 1986, for all public K-12 schools [excluding Albuquerque Public Schools (APS)] and all Charter Schools. During each four (4) year contract period, members are prohibited from withdrawing from the Pool. In addition to the K-12 School Districts, there are post-secondary educational institutions, some non-educational entities, and charter schools. The geographical area exposed to the Agency is statewide.

C. SCOPE OF PROCUREMENT

The Third-Party Administrator (TPA) shall act as the Agency's representative in processing claims for the care of employees who are injured or become disabled during executing their duties. The TPA shall also act as the Agency's representative in processing potential claims for money damages asserted by both first and third parties premised upon allegations of negligent or careless acts or omissions of the Agency's Member for which the Agency's Member is legally responsible for. The TPA will provide Workers' Compensation claim administration services for all participating members; conduct investigation of claims; determine availability of coverage and set reserves; issue reservation of rights letters where appropriate; assign and monitor legal counsel and provide litigation management; prepare checks bearing the name of the Agency to third parties; update, if necessary, the claims procedure manual; adhere to excess carrier reporting requirements for all qualified claims and provide computer loss information as specified in this RFP.

The TPA must meet all licensure and other legal requirements of both the State of New Mexico and Federal laws applicable to proper claims administration practices. Any additional services or services which the TPA cannot perform must be enumerated in the written proposal.

The NMPSIA/TPA claim procedures will be expected to be adhered to unless an exception is enumerated in your written proposal. The claim procedures were written to illustrate the

expectations between both parties and to ensure timely and efficient adjustment, litigation management and a thorough investigation of claims. They are also used by an independent claims auditor annually to ensure compliance.

[If the TPA cannot perform any of the summary services stated above, a brief explanation must be provided in the written proposal for each service the TPA cannot perform]

The resulting contract will be a **single** award encompassing all services.

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

The Term will be for four years, with one-year renewals.

D. PROCUREMENT MANAGER

The New Mexico Public Schools Insurance Authority has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, telephone number and e-mail address are listed below:

Name: Charlette Probst, Procurement Manager
Telephone: (505) 469-9038
Email: NMPSIA.procurement@psia.nm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the NMPSIA.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.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.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via NMPSIA.procurement@psia.nm.gov. Refer to Section III.A.1 for instructions.

**Include RFP name and RFP#*

F. DEFINITION OF TERMINOLOGY

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

1. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
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 NMPSIA.procurement@psia.nm.gov, in such cases where email submissions are accepted.
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” and “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. “**NMPSIA**” means The New Mexico Public Schools Insurance Authority.
21. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
22. “**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.
23. “**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.
24. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
25. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

26. **“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.
27. **“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.
28. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
29. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
30. **“State (the State)”** means the State of New Mexico.
31. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
32. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
33. **“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.)
34. **“Subcontractor”** business or person that carries out work for a contractor as part of a larger agreement. Requires written pre-approval by NMPSIA.
35. **“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.
36. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. 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/>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	NMPSIA	January 26, 2023
2. Acknowledgement of Receipt Form	Potential Offerors	February 2, 2023
3. Deadline to submit Written Questions	Potential Offerors	February 10, 2023
4. Response to Written Questions	NMPSIA	February 17, 2023
5. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>February 28, 2023</i>
6.* Proposal Evaluation	Evaluation Committee	TBD
7.* Selection of Finalists	Evaluation Committee	TBD
8.* Best and Final Offers	Finalist Offerors	TBD
9.* Oral Presentation(s)	Finalist Offerors	TBD
10.* Finalize Contractual Agreements	NMPSIA /Finalist Offerors	TBD
11.* Contract Awards	NMPSIA / Finalist Offerors	TBD
12.* Protest Deadline	NMPSIA	+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.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico NMPSIA on January 26, 2023, the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Charlette Probst, at NMPSIA.procurement@psia.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned by 3:00 pm MST/ MDT on February 2, 2023, the date indicated in Section II.A, Sequence of Events

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

3. Deadline to Submit Written Questions

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

4. Response to Written Questions

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

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

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 FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON FEBRUARY 28, 2023, THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.**

*It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via email by the deadline set forth in this RFP. 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 the email*

*by the deadline, will be deemed late. Further, a submission that is not fully complete and received via email 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.***

Proposals must be addressed and delivered to the Procurement Manager at the address identified in Section I.E via email. Proposals submitted by facsimile, or other electronic means other than via NMPSIA.procurement@psia.nm.gov, 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 II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

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

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

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be

required to make their presentations through electronic means (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 the Evaluation Committee and 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 II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

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

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
505-469-9038

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

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 via NMPSIA.procurement@psia.nm.gov. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

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

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

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

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager via NMPSIA.procurement@psia.nm.gov, 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 II.C.15 for requirements.

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F. 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 Electronic Proposals

All electronic documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all electronic responses received via NMPSIA.procurement@psia.nm.gov shall be destroyed by the NMPSIA within three (3) business days of notification of the cancellation.

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.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.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://nmopsia.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 E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

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

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

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

- a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the NMPSIA 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/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its 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>.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. *Unless you have Confidential Information then you must submit a separate electronic redacted file.*

1. ELECTRONIC SUBMISSION ONLY

Proposals in response to this RFP must be submitted through NMPSIA’s procurement email address ONLY: (NMPSIA.procurement@psia.nm.gov), The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

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

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.A.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

- i. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.F. and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files :**

- One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F) versions for evaluation purposes; and
- One (1) **redacted** (def. Section I.F) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;

- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may*

be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit

The ELECTRONIC proposal submission **must be fully uploaded** by the submission deadline in Section II.B.6.

*It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the NMPSIA's procurement email NMPSIA.procurement@psia.nm.gov by the deadline set forth in this RFP. 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, will be deemed late. Further, a submission that is not fully complete and received 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 OFFER CAN BE ACCEPTED.***

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

B. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – 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. Response to Contract Terms and Conditions (from Section II.C.15)
- E. Offeror's Additional Terms and Conditions (from Section II.C.16)
- F. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
 1. Organizational Experience
 2. Organizational References
 3. Oral Presentation (if applicable)
 4. Mandatory Specification
 5. Desirable Specification

6. Financial Stability (Financial information considered confidential, as defined in Section I.E., and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.A.1.a.i or Section II.B.2. as applicable)
 7. Performance Surety Bond (if applicable)
 8. New Mexico Preferences (if applicable)
- G. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX D)

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.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

Overview of Workers' Compensation Program:

NMPSIA's Workers' Compensation Program is funded on a self-insured retention basis of \$2,500,000 per claim. The TPA also provides medical cost containment and other ancillary services through their managed care division and vendor partners:

1. Medical Bill Review (MBR)
2. Utilization Review (UR)
3. Telephonic Case Management (TCM)/Nurse Case Management (NCM)
4. Peer Review (PR)
5. Medical Provider Network (MPN)
6. Pharmacy Benefits Management (PBM)

Claims:

NMPSIA has 637 open indemnity claims that were incurred during the self-insured period of May 27, 1987, through December 22, 2022. The open claims include approximately 34 litigated claims and 603 non-litigated claims. The following charts briefly summarize claims data over the past five (5) years:

Table 1.1 – Claim Type and Total Counts

2017 - 2018		2018 - 2019		2019 -2020		2020 - 2021		2021 - 2022	
Claim Type	Claim Count								
Indemnity	321	Indemnity	378	Indemnity	310	Indemnity	223	Indemnity	286
Medical	1,015	Medical	984	Medical	832	Medical	435	Medical	831
Incident	1,221	Incident	1,244	Incident	991	Incident	605	Incident	1,112
Totals:	2,557	Totals:	2,606	Totals:	2,133	Totals:	1,263	Totals:	2,229

Table 2.1 – Open Claims as of 12/21/2022

Claim Type	Paid	Out Reserve	Recovered	Total Incur	Claim Count	Cost per Claim
Indemnity	\$47,221,877.78	\$13,182,322.53	\$57,101.96	\$60,347,098.35	637	\$94,736.42
Medical	\$588,697.56	\$800,356.71	\$0.00	\$1,389,054.27	342	\$4,061.56
Totals:	\$47,810,575.34	\$13,982,679.24	\$57,101.96	\$61,736,152.62	979	\$63,060.42

Medical Bill Review:

In Fiscal Year 2022, Agency's Medical Bill Review Vendor reviewed 11,854 medical bills totaling \$11,854,388. NMPSIA wants to achieve cost savings through the reduction of these bills to below State Fee Schedules, and other cost saving measures including but not limited to services in this RFP.

Workers' Compensation Service:

1. TPA agrees to administer the self-insurance plan of the Agency in full compliance with all laws, rules and regulations governing the administration of workers' compensation laws or rules, insurance, self-insurance, or reinsurance.
2. TPA will inform the Agency of significant State and Federal case law and legal opinions related to Workers' compensation. The TPA will be responsible to inform all members in writing of these opinions, as directed by the Agency.
3. TPA will comply with both Federal and State Governmental laws and rules, including IRS statutes and immunities covering public entities, the New Mexico Tort Claims Act, Governmental Accounting Standards Board (GASB) statement No. 10, Labor Codes, School Personnel Act, Education Codes, etc., when acting on behalf of the Agency.
4. TPA shall comply with the Medicare, Medicaid and State Children's Health Insurance Program (SCHIP) extension Act of 2007 (MMSEA-111) and report data to the Center for Medicare and Medicaid Services (CMS) and will be the designated agent for NMPSIA.
5. Maximum caseloads will be 150 if handling only indemnity claims and 175 if there are some (up to 50) future medicals mixed in. If there is a medical only adjuster, the maximum caseload will be 200.
6. *TPA must provide all the services stated above. Subcontracting services to other firms is allowed, with prior written approval by NMPSIA. TPA must obtain written approval by NMPSIA before any subcontracting services are performed. No such subcontract shall relieve the primary Contractor from its obligations and liabilities.*

Program Development and Member Services:

1. Review all claim and loss reports made by the Agency or any participating Member or any employee thereof to the TPA and process each claim or loss report in accordance with applicable statutory and administrative notification requirements.
2. Investigate each reported claim or loss to the extent deemed necessary in the performance of its obligations.
3. Arrange for independent investigations of medical or other experts to the extent deemed necessary in connection with processing any qualified claim or loss.

4. Promptly pay any qualified claim, loss or expense in accordance with fair and equitable claims practice.

5. It is the Agency's position for the TPA to maintain a conservative reserving practice. If there are any questions in establishing a reserve amount, then it is the TPA's obligation to discuss the circumstance with the Executive Director, Deputy, and General Counsel, and mutually agree on a reserve amount.

6. Perform reasonable and necessary administration and clerical work in connection with qualified claims or losses including the preparation of checks. All checks shall bear the name of the Agency and drawn on an approved bank located in the State of New Mexico. The account or accounts will be established by the TPA. Bank reconciliation will be the TPA's responsibility and shall be provided to the Agency monthly. For instance, the TPA will be required to calculate outstanding excess carrier(s) recoveries for all claims monthly. In addition, the TPA will be required to provide all subrogation amounts monthly.

7. Maintain a file for each qualified claim or loss which shall be subject to review by the Agency or its designated agent(s).

8. TPA will notify the excess insurer in accordance with their requirements. The current requirements are:

a. All qualified claims or losses with respect to each potential loss you learn of based on any of the following events which exceed (or might in the future exceed) 50% of the Agency's retention (currently a \$2,500,000 Self-Insured Retention (SIR)):

b. claim;

c. award;

d. verdict;

e. action;

f. suit;

g. proceeding;

h. judgment;

i. Any accident involving the following:

1) disability for a period of nine months or more;

2) spinal cord injury;

3) a permanent total disability as defined in the workers' compensation law;

4) serious burn injury;

5) death;

6) brain injury.

9. If requested, provide such insurer/reinsurer with necessary claim information which they may request. If the TPA fails to provide proper written notice to the excess insurer/reinsurer, the TPA will be responsible for any reduction of indemnity as stated in the late reporting penalty provisions of the excess workers' compensation policy between the insurer/reinsurer and the Agency along with any penalties assessed by the New Mexico Workers Compensation Administration.

10. The TPA shall recommend legal counsel to the Agency for the defense of claims or losses when deemed necessary by the TPA. TPA shall only select counsel skilled in the defense of workers' compensation insurance matters and with trial experience. Prior to assigning counsel, the TPA shall notify the Executive Director and/or Deputy Director, with a recommendation to defend the Agency or its participating member. Once approval is given by the Executive Director and/or Deputy Director, the TPA shall retain the attorney on behalf of the Agency. TPA shall protect and preserve the interest of the Agency and supervise the legal aspects of the Agency's, participating entity's and/or the claimant's obligations.
11. The fees and expenses to be paid by the TPA shall be no higher than those approved by the Agency. TPA is required to request itemized bills, maintain them in each file, and adhere to NMPSIA's litigation management practices. In addition, the TPA must have the computer capability to include a specific code on the loss run that clearly displays that the claim is "in-suit."
12. When appropriate, utilize compromise and release agreements and Structured Settlements.
13. Review the development of the self-insurance programs periodically with the Agency to identify problems and recommend corrective action.
14. Provide a written Notice of Loss Report to the Agency when reserves reach \$25,000 that will include a description of the claim, adjuster's comments, etc.
15. All adjusting will be conducted in New Mexico. If checks are mailed or distributed out of state, please identify the location and process.
16. Update, if necessary, the Agency's claims procedures pertaining to claim administration for use by the Member. The procedures will be updated and distributed to all participating entities annually. All costs associated with these procedures, will be the TPA's responsibility.
17. Participate in the orientation of the Agency's personnel who are directly or indirectly involved in the processing of qualified claims or losses.
18. Meet excess carrier reporting provisions on a timely basis.
19. The TPA will confer with the Agency during all stages of any legal proceedings to ensure that all facts and investigations are obtained and are timely. The Agency reserves the right to assign any claim to an independent adjusting firm.
20. Pursue subrogation efforts on all claims where applicable.
21. Consult with key personnel of the Agency on the establishment and coordination of necessary procedures and practices to meet any applicable state requirements and the needs of the Agency.
22. Comply with all regulations required by the New Mexico Workers' Compensation Administration.

23. Assemble and maintain an index of employers, locations and/or departments participating in the Agency's coverages and assign an appropriate code. TPA will also subscribe and participate in the Workers' Compensation Index and will file *all* claims. All indexing costs will be charged to the respective file and will not be a TPA expense.
24. Distribute claims procedures, if necessary; information booklets; claim forms; and other forms utilized in the administration of the various coverages.
25. Monitor the treatment programs recommended for employees by physicians, specialists, and other health care providers by reviewing all initial reports and by preparing and maintaining such contact with these providers as may be appropriate in the judgment of the TPA.
26. As the Agency directs, assist in interpreting medical reports to consider the circumstances under which an ill or injured employee who desires to do so could return to work in the shortest period.
27. Assist the Agency in arranging for rehabilitation or retraining of employees when appropriate.
28. Either hard copy claim report formats or on-line reports will be agreed upon by both parties prior to use. Significant or large loss reports will be distributed to the Agency, all its Members, and to the Agency's Consultant/Broker. Some of the reports that will be required to be available to the Agency and Members after the close of each month, are as follows:

Minimum Report Standards:

1. Claim Composite Report:

Agency's loss experience summary grouped by policy period, by status, and by claim type with claim counts, and broken out by cost types including medical, indemnity, expense, and rehab with paid, outstanding reserves and total incurred for each cost type.

2. Open Claim Detail Report:

Agency's loss experience claim detail for open claims and grouped by Member with summary claim counts. Each claim displays claimant name, claim number, loss date, injury, body part, cause and costs are broken out by Total Paid, Outstanding Reserves, and Total Incurred in each cost type including Medical, Indemnity, Expense, Recovery, Total Incurred, Carrier Reimbursement, and Net incurred.

3. Open Worker's Compensation Claims with Total Incurred \geq \$100,000 Detail Report:

Agency's loss experience claim detail for open claims and grouped by Member with summary claim counts where the Total Incurred amount is \$100,000 or more. Each claim displays claimant name, claim number, loss date, injury, body part, cause and costs are broken out by Total Paid, Outstanding Reserves, and Total Incurred in each cost type including Medical, Indemnity, Expense, Recovery, Total Incurred, Carrier Reimbursement, and Net incurred.

4. Reopened Claims:

Agency's loss experience list for reopened claims. Each claim displays Member, Claim Number, Status, Date Closed, Previous Date Closed, Retro Date, Counter, Claim Type, Total Incurred, Total Paid, Total Reserved.

5. Board Report:

Agency's open claims summary by Member (school district) showing open claims, reopened claims, new claims, closed claims, outstanding reserve, paid, and total amounts will be provided monthly. A history section below the summary illustrates monthly claim counts and costs with changes from the prior month back to July 1, 1986.

6. Charter School Board Report:

Agency's open claims summary by charter school open claims, reopened claims, new claims, closed claims, outstanding reserve, paid, and total amounts will be provided monthly. A history section below the summary illustrates monthly claim counts and costs with changes from the prior month back to July 2008. This report summarizes a subset of data from for the Board Report that is associated with the Charter School member of NMPSIA and summarizes claims for each of the charter schools at the more detailed Location level.

7. Income Statement Report Series:

Agency's excess claims are included in reports such as the Income Statement Report with fiscal year-to-date monthly summaries of Total Reserves, Net Reserves (after deducting for likely carrier reimbursements), Excess Receivable, Excess Received, Third Party Receivable, and Third Party Received.

The Summary Report provides analyses of exposure to self-insured retention via reserved amounts that don't exceed the excess threshold by claim and that show claims with and without payments that have exceeded the thresholds that are anticipated to exceed or have already exceeded the self-insured retention to also determine the carrier exposure to excess claims.

The Detail Report shows monthly activity for excess claims where payments have exceeded self-insured retention separately by claim to compare excess claim payments to excess carrier reimbursements for determining the amounts receivable by the Agency from excess carriers.

8. Actuarial Reports:

Agency's open and closed claims detail showing fiscal year, policy period, occurrence (more than one related claim per incident), claim number, Member, school, claimant, claim type, loss date, submitted date, status, date closed, total paid, outstanding reserves, third party recovery, total incurred, carrier reimbursement, net incurred, Self-Insured Retention (SIR)/Deductible, closed claim count, open claim count, total claim count, accident description, paid and outstanding

reserves by detail categories of medical, indemnity, expense, other and legal costs. Fields may be added or deleted per the requestor's needs.

9. Excess Carrier Reports:

Agency's open and closed claims detail loss run showing current valuations of claims covered by periods of coverage by excess carrier and calculated per excess carrier's field definitions. Fields may be added or deleted per the carrier's needs. This report will be provided to NMPSIA's Comptroller monthly.

10. New Mexico Annual Expenditure Reports:

Agency's claim payments and claim counts for New Mexico State report to Work Comp Administration with working analysis to derive reported numbers uploaded to state website.

Please provide copies of your "standard" report package in your written proposal. In addition, provide samples of reports that demonstrate "ad hoc" capabilities.

System must allow NMPSIA and its Consultant to have on-line access to loss data. In addition to the above standard reports, the TPA must have the capability to produce "ad hoc" reports to the Agency, as needed. Any costs to produce these reports, shall not be passed on to the Agency. Some examples of "ad hoc" reports, are:

- a. Provide narrative or analytical reports of major or litigated claims.
- b. Provide paid and reserve costs for litigation expenses broken down by member.
- c. Provide claim reports which illustrate the type, source, and nature of loss by line of coverage. In addition, provide claim reports that list the Top 20 members who have experienced the highest number of losses and the highest cost.
- d. To complete the annual cost allocation formula, the TPA will provide annually to the Agency's consultant, the following: a summary of all claims, separated by line of coverage, above and below \$25,000, segregated by member, for the last three policy periods.
- e. A report designed to track aggregate limits and aggregate coverage layers, where applicable.
- f. Lag analysis report to track time between the actual date of accident to the time the Member reports it to the TPA.
- g. Reserve change report measures the number of and magnitude of reserve changes over a specific time.

- h. Key claim report generates early reporting of major claims (death, dismemberment, etc.) or tracks certain types of claims that may be a concern to the Agency (carpal tunnel or recurrence of lower back claims) or unusual patterns (new employees injured within two weeks of hire).

Information Technology:

The TPA's computer system must capture minimum information, such as: the participating entity's name; claimant's name; date of loss; date loss was reported to the TPA; time of loss; site; gender; track payments and reserves for medical only costs, indemnity costs, rehabilitation costs, track both plaintiff and defense legal cost, subrogation costs, and other miscellaneous expenses; condensed description of the incident; claimants date of birth; employee's occupation or position with the employer; track the name of all medical, rehabilitation facility(s), and/or the name of the physician or physician group utilized by the employee.

Registered Nurse Care or Case Management:

TPA and the Agency will determine proper protocols to determine the necessity for telephonic or field case management services. Case managers are expected to actively coordinate health care services under the Health Insurance Portability and Accountability Act of 1996 (HIPPA) compliance. This includes addressing inconsistent medical findings and coordinating care amongst multiple physicians in the services rendered or required to be rendered under this agreement and Labor Codes.

Nurse Case Managers are required to be Registered Nurses, preferably certified as a Case Manager (CCM), with a minimum of three (3) years of experience in case management. They are to ensure all treatment is in accordance with applicable time standards and medical protocols that adhere to the American College of Occupational and Environmental Medicine (ACOEM)/Medical Treatment Utilization Schedule (MTUS) and other evidence based medical treatment guidelines.

Bilingual Medical Case Manager must be available upon request.

The rise in medical costs in the Agency workers' compensation program shall be controlled by the following measures:

1. Medical and Hospital bill audits - auditing medical and hospital bills above a predetermined dollar threshold as determined by the Agency by on-site examination of hospital records.
2. Preferred provider networks - establish a program to control a managed care network of physicians, hospitals, and ancillary providers.
3. Provide a panel of selected registered nurses and/or physicians to review injury cases. The panel shall be reviewed annually by the TPA and the Agency.
4. Provide continuing medical management supervision of injured claimants.

5. Authorize hospitalization, surgery, and all other types of treatment as required after determination of liability and notification to the Agency.

6. Obtain and evaluate medical expert opinion as to the nature and duration of claimant's injury and the amount of residual permanent disability, if any, to be expected.

Medical Case Management and Telephonic Case Management Services:

The Managed Care Provider will use medical case managers (registered nurses) in specific Workers' Compensation cases to explore alternative and less costly treatment programs.

1. Medical Case Management shall be explored in cases where an injury or condition can be managed more effectively utilizing case managers. Some examples include:

- a. Where a claimant has been experiencing a delay in returning to work;
- b. Where benefits and medical expenses exceed \$25,000.00;
- c. Where Agency specifically directs TPA to use medical case management;
- d. Where claimant has moved out-of-state.

Pharmacy Benefit Management (PBM):

The TPA will be responsible to manage the Pharmacy Benefit Manager. The goal is to provide an aggressive approach to the management of pharmacy costs, which results in a maximum savings and increased network penetration. If this service is provided by a sub-contractor, please provide the name of the firm and list their services.

Medical Bill Review (MBR):

The TPA will provide the following minimum medical bill review services:

- 1. TPA shall load all the Agency's payment history data available from the prior TPA, if applicable, regardless of the amount of data or payment date at no cost to the Agency.
- 2. Provide state of the art medical bill review services in accordance with good bill review practices, consistent with industry standards. The TPA shall review medical bills, including those that fall outside of a fee schedule or Preferred Provider Organization (PPO) network for compliance with the New Mexico Health Care Provider's Fee Schedule, and agree to review and process properly coded medical bills within five (5) business days of receipt of the bill.
- 3. HIPPA Compliance shall be strictly enforced.
- 4. Ensure all treatment is in accordance with applicable time standards and medical protocols that adhere to ACOEM/MTUS and other evidence based medical treatment guidelines.

5. The TPA's medical bill review platform shall accurately evaluate and reduce provider charges in compliance any Physician services and Non-Physician Practitioner Services applicable in New Mexico and have the capability to integrate PPO and Medical Provider Network (MPN) networks for additional reductions.
6. The TPA must agree not to charge the Agency for the identification of any duplicate bills nor charge more than one time for any bill that has been reviewed. The TPA shall respond to provider inquiries regarding medical bill review activities and to the TPA within thirty (30) days regarding any specific medical bill review issues.
7. The TPA shall comply with all Independent Medical Bill Review (IMBR) statutes and regulations and provide robust IMBR appeal services at no additional cost to the Agency. The TPA shall deny charges for all items not required or approved by the TPA for the injury described and identify all unauthorized charges to ensure billing does not exceed parameters of the Injured Worker's Treatment Plan.
8. The TPA shall provide an Explanation of Review (EOR) for each medical bill reviewed. The TPA, at no cost to the Agency or its TPA, shall provide access to the TPA's medical bill review portals to determine medical bill review status, view medical bills/reports, and view reductions.
9. The TPA shall handle all provider inquiries regarding medical bill reductions.
10. Provide hospital bill audits, EOR's, and reports to the Agency under HIPPA compliance.
11. The TPA shall provide quarterly Summary and Detailed Activity, Savings and Cost Reports.

If the TPA subcontracts Medical Bill Review services to a sub-contractor, please refer to Section IV. Specifications, A. Detailed Scope of Work, Worker's Compensation Services, #6., and please provide the name and qualifications of such subcontractor.

Medical Provider Network (MPN):

The Agency desires a timely, quality, efficient, and cost-effective customized Medical Provider Network (MPN) to complement the Modified Duty Return-to-Work Program. The TPA must comply with all Medical Provider Network Plan requirements as enacted by the Workers Compensation Administration (WCA), if applicable.

The Agency will work with the selected TPA to create and maintain the following:

1. MPN with Medical practitioners and specialists in occupational medicine and practical experience handling Workers' Compensation cases;

2. MPN with breadth and depth of geographic coverage with appropriate numbers of primary treating physicians (PTP's), specialists, hospitals, and ancillary services that meet the distance requirements to render time-appropriate and quality medical treatment;
3. MPN provider credentialing, contracting, and re-credentialing procedures;
4. Incentives for health care providers to encourage rapid return-to-work, minimize indemnity payments and cooperate with early Return-to-Work Programs, including modified and transitional duty.
5. A tightly managed Medical Care Coordination Program with an emphasis on appropriate specialist utilization and controlling referrals outside of the network;
6. Hospital pre-admission certification, preparation, implementation, and evaluation;
7. Hospital admission certification, preparation, implementation, and evaluation;
8. Hospital continued stay review, including length of stay assignment, preparation, implementation, and evaluation;
9. Hospital discharge planning, preparation, and implementation;
10. Ambulatory surgery, preparation, implementation, and evaluation;
11. Pre-screening of hospital, physician, chiropractic, and physical therapy charges, and, if warranted, on-site audits with exit interviews;
12. Emphasis placed on the prevention of occupationally related illness and injury;
13. Electronic, online data communications capabilities, including management information reporting;
14. Establishing or participating in a customized network of Workers' Compensation providers (including doctors, hospitals, and occupational clinics) with demonstrated effectiveness in the treatment and management of occupational injuries and illnesses;
15. Negotiate cost-effective contracts with occupational care providers who can provide timely, appropriate, and quality medical care;
16. Maintain emergency health care services and medical care for Employees working or traveling outside of geographic services areas;
17. Make additions to the network at the request of the Agency, providing that the proposer and requested provider enter, and complete good faith negotiations and that the credentialing processes and standards of care can be met;

18. Maintain written policies and procedures for the initial quality assessment for each facility (hospitals, home health agencies, skilled nursing facilities, nursing homes, and freestanding surgical centers) with which the TPA intends to contract for Workers' Compensation injury treatment and management; and
19. Confirm the Facility has been reviewed and approved by a recognized accrediting body and is in good standing with State and Federal Regulatory Bodies;
20. The TPA shall be responsible for providing access to the MPN providers to appropriate parties and injured workers;
21. TPA shall be liable for any fines, citations, penalties or other assessments made against TPA and/or the Agency because of any deficiencies in the services rendered or required to be rendered under this Agreement and Labor Codes;
22. Please provide the name(s) of all MPN's the TPA will be utilizing and rank them in order of utilization.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a) provide a detailed 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 Workers' Compensation Third-Party Claims Administration Services. All Workers' Compensation Third Party Claims Administration Services provided to private sector will also be considered.
- b) provide a detailed resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as personnel that will be working on the NMPSIA account. The offeror must include key personnel education, work experience, relevant/applicable certifications/licenses, and experience.
- c) indicate how many new clients have been installed in the last three years and what percentage of business revenue is derived from engagements.
- d) describe at least two project successes and failures of client implantations and the outcomes. Include how each experience improved the Offeror's services.

2. Organizational References

The 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 within the last three (3) years.

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

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. 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 II.A, 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

Offeror must be able to provide Workers’ Compensation Third Party Administration and Medical Management services to public school districts in the State of New Mexico as it relates to this RFP.

A statement of concurrence is required.

Offeror is qualified to provide Workers’ Compensation Third Party Claims Administration in the State of New Mexico as it relates to this RFP.

A statement of concurrence is required.

Offeror Employs experienced personnel possessing strong backgrounds in claims management practices including timely and efficient adjustment, litigation management, and thorough investigation of claims.

A statement of concurrence is required.

Knowledge of State and Local Governmental Policies and Procedures: Offeror must have knowledge of state and local workers' compensation claims administration regulations, adjuster licensure certificates, State of New Mexico Workers' Compensation Administration, best practices, etc.

A statement of concurrence is required.

Information System and Ad hoc reporting: Offeror must have a sophisticated and robust claim and/or medical management system to manage NMPSIA's claim volume. The system must provide online access and provide data integrity.

A statement of concurrence is required.

Provide all of the minimum services detailed in: IV SPECIFICATIONS, A. DETAILED SCOPE OF WORK (MINIMUM SERVICES).

A statement of concurrence is required.

Provide a summary of all (non-employment related) litigation, arbitration, and regulatory proceedings, pending, adjudicated or settled that your firm has been, or is, subject to. Describe each proceeding in detail and list any proceeding, which has resulted in a judgment or settlement. For matters not yet resolved, describe the nature of the claims, and demands for damages in detail.

4. Desirable Specification

I. Third-Party Administration – TPA

a. Philosophy

Describe your claims management philosophy.

b. Staffing and Project Organization

Describe the staff structure you will assign to the Agency's account. Include caseloads for all assigned staff. Provide an organization chart indicating the names and positions of the team members.

c. Work Plan and Technical Approach

(a) Briefly summarize how the TPA's services in the Proposal will meet or exceed the Agency's requirements (refer to the Scope of Work).

- (b) Provide a Transition Plan with specific milestones, tasks, and deliverables to be accomplished by the TPA during the transition period prior to July 1, 2023. Include the electronic data transfer process.
- (c) Explain any special resources, procedures, or approaches that make the services of the TPA unique and advantageous to the Agency.
- (d) Identify any limitations or restrictions of the TPA in providing services that the TPA should be aware of in evaluating the Proposal.
- (e) Describe the TPA’s medical management and cost-containment strategy and how it is to be achieved (include Nurse Case Management (NCM), Medical Bill Review (MBR), Medical Provider Network (MPN), Pharmacy Benefit Management (PBM), Physical Therapy (PT), etc.) How does the TPA access information in a timely manner?
- (f) Describe the Company’s reserving policies, practices, and standards for review of reserves (e.g. involvement of the supervisor or manager in adjusting reserves). Provide a sample Claim Reserving Sheet.
- (g) Describe the Company’s policies or procedures for litigation management.
- (h) Describe the methods used for establishing a legal panel.
- (i) Describe the Company’s policies or procedures in reviewing the performance of the legal panel.
- (j) Describe the Company’s process for auditing billings from the legal panel. On average, how many adjustments and amounts have you retracted from your panel in the last two years based on wrongful filings?
- (k) Describe your Special Investigation Unit (SIU). What “red flags” will initiate a referral for Arising out of Employment (AOE)/ Course of Employment (COE) and sub-rosa investigations to identify fraudulent claimants?
- (l) Fully describe the TPA’s procedures to avoid penalties and how frequently penalties are imposed on the TPA. Describe the methods recommended to resolve disputes between the TPA and the Agency regarding responsibility for penalties that are imposed.
- (m) Medicare Secondary Payer Protocols
 - i. Does your system provide an interface that allows users to easily assess and manage MSP compliance?
 - ii. Describe system installation requirements.
 - iii. How is data entered into the system?
 - iv. Does your system check Medicare eligibility automatically? Is there a per-query cost?

- v. Does your system monitor Section 111 reporting requirements automatically?
- vi. Does your system identify MSP compliance issues and provide an easy way to deal with them?
- vii. How will your solution ensure that the Agency stays in compliance with MSP?
- viii. What other support does your firm offer to supplement the system?

II. Information Technology (IT) and Reports

- (a) Describe the proposed Claims Management System, and whether it is owned or leased. How will the system meet or exceed the requirements of the Agency? Explain any advantages that this proposed system would have over the competitors' systems. Explain any disadvantages or limitations that the Agency should be aware of in evaluating the proposal.
- (b) To what extent will the Agency have access to the Claims Management System, including, but not limited to, diary access, claim status notes, payments and reserves, all correspondence, work status access, and all reports? Describe the Agency's ability to run ad hoc reports and at what additional cost, if any.
- (c) Describe the level of detail (i.e., search field options) the Claims Management System provides.
- (d) What practices and controls does the TPA have in place to ensure its Information Technology System(s) is adequately protected against environmental, physical, and cyber/data breach threats? State if the TPA will be compliant with all relevant data protection legislation and all applicable Federal and State privacy statutes, rules, regulations, and orders, including HIPAA requirements related to electronic data interchange for all services included in this proposal.
- (e) Describe the TPA's screening procedures for all employees to ensure that information accessed by TPA's personnel is protected. Include any security awareness training and training on applicable regulations (e.g., Data Privacy Law).
- (f) Describe the TPA's Business Continuity Plan and Insurance Policy (if any) and how they will counteract the effects of a major breach, failure, or disaster, and mitigate the impact of interruptions to your business activities. Provide a description of the Plan and scope, systems used, etc., and if the plan is tested/drilled on a routine basis to verify plan accuracy and effectiveness. If you have an IT Disaster Recovery Plan, can you state the Recovery Time Objective (RTO) and the Recovery Point Objective (RPO)?
- (g) The TPA shall provide samples of monthly, quarterly, and annual claims management/summary reports in the Appendix of the Proposal (i.e., Claim Summary and Status Reports, Claims Opened and Closed Monthly Reports, Loss Run Report, Penalty Report, etc.) Performance metric reports should be clearly defined and differentiated (e.g., hard dollar savings, soft dollar (cost avoidance) savings, return-on-investment measurements (ratio of savings to fees), claims' open-to-close ratio, etc. Describe the types of reports that are available in Excel.

III. Managed Care Services

a. *Philosophy*

Describe your service philosophy.

b. *Staffing and Project Organization*

Provide an organization chart indicating the names and positions of the New Mexico team.

c. *Work Plan and Technical Approach*

Briefly summarize how the TPA's services in the Proposal will meet or exceed the Agency's Managed Care Services requirements.

d. *Nurse Case Management (NCM)*

- (a) Provide a Transition Plan with specific milestones, tasks, and deliverables to be accomplished by the TPA during the Transition Period prior to July 1, 2023.
- (b) Explain any special resources, procedures, or approaches that make the services of the TPA unique and advantageous to the Agency.
- (c) Identify any limitations or restrictions of the TPA in providing services that the Agency should be aware of in evaluating the proposal.
- (d) Describe if NCM is outsourced or internal. Who owns and manages NCM services? If outsourced, describe the interface of systems (if any) and disclose any revenue arrangement with the NCM vendor.
- (e) Describe your telephonic and field case management services criteria for referral to a nurse.
- (f) What is the process by which you facilitate channeling employees to providers within the MPN? What is the process involved in obtaining certain treatment plans and medical reports, especially on litigated claims?
- (g) Provide a description of your Catastrophic Case Management Program.
- (h) Describe communication standards with the Injured Worker, Adjuster, and Employer. Provide sample NCM reports you provide to the Adjuster.

IV. Medical Bill Review (MBR)

- (a) Provide a Transition Plan with specific milestones, tasks, and deliverables to be accomplished by the TPA during the Transition Period prior to July 1, 2023.

- (b) Explain any special resources, procedures, or approaches that make the services of the TPA unique and advantageous to the Agency.
- (c) Identify any limitations or restrictions of the TPA in providing services that the Agency should be aware of in evaluating the Proposal.
- (d) Describe if MBR is outsourced or internal. Who owns and manages MBR services? If outsourced, describe the interface of systems (if any) and disclose any revenue arrangement with MBR vendor.
- (e) Provide a complete description of your medical bill review process with turnaround times. Include how the TPA's process is better than the competition's (if any).
- (f) Do any bills get processed differently than described above? If yes, explain.
- (g) Describe the process to review Pharmacy Benefit Management (PBM) bills. Do you endorse a review-only process? Or do you believe PBM bills should be reviewed in full, as all other bills? If your organization endorses a full review of PBM bills, describe the benefits to the Agency for a full review versus a review-only (auto adjudicate) approach.
- (h) What percentage of the medical bills are reviewed by a human versus processed electronically?
- (i) Is there a charge to process duplicates or reconsiderations?
- (j) Does your software have the capability to detect fraud, such as aberrant patterns in medical care and illogical patterns in billing?
- (k) Does the software allow you to filter by medical treatment?
- (l) How do you confirm that the claimant received the services being billed?
- (m) Outline the procedures used to resolve complaints from medical providers and injured workers. Include your standard turnaround time to address inquiries and resolve complaints.
- (n) Describe the methods you employ to identify and prevent over-treatment by medical personnel.
- (o) Describe your experience with Independent Medical Bill Review (IMBR) to date. How many requests for review have been received? Describe the procedures followed to process these requests. Provide a list of IMBR requests and outcomes to date. Indicate how adverse outcomes have been addressed with staff and potential errors in medical bill review techniques corrected so the potential for additional IMBR requests for the same issue are avoided.

- (p) Describe the methods used to accept electronic medical bills directly from healthcare providers. Include an explanation of how methods will ensure the confidentiality of medical information and medical providers submit medical bills on standardized forms.

V. Pharmacy Benefits Management (PBM)

- (a) Provide an organization chart indicating the names and positions of the team members.
- (b) Provide a Transition Plan with specific milestones, tasks, and deliverables to be accomplished by the TPA during the Transition Period prior to July 1, 2023.
- (c) Explain any special resources, procedures, or approaches that make the services of the PBM unique and advantageous to the Agency.
- (d) Identify any limitations or restrictions of the PBM in providing services that the Agency should be aware of in evaluating the proposal.
- (e) What percentage of the TPA's organization's PBM business is dedicated to workers' compensation?
- (f) Describe the adjudication process for authorizing prescriptions.
- (g) What is the size of the TPA's retail pharmacy network? Has any chain ever opted out or been otherwise excluded from your network?
- (h) Does the TPA have a Workers' Compensation-specific formulary? Is it customizable?
- (i) Does the TPA have a no-risk First Fill Program? Please provide details.
- (j) How does the TPA handle third-party bills?
- (k) Does the TPA have a mail order pharmacy?
- (l) Describe any Clinical Intervention Programs that control utilization and increase patient safety.
- (m) What are the customer service hours for live support?
- (n) Are clinical pharmacists available to speak with Nurse Case Managers and Claims Handlers? What hours are they available?

VI. Medical Cost Containment Networks (MPN), Physical Therapy (PT), Durable Medical Equipment (DME), and Radiology (RAD)

- (a) Describe the TPA's MPN program and service standards. Describe the scope of your network to demonstrate how the Agency's injured workers will have sufficient and appropriate access to the MP.
- (b) Describe the TPA's MPN program and service standards. Describe the scope of your network to demonstrate how the Agency's injured workers will have sufficient and appropriate access to the MP.
- (c) Is the TPA's MPN a derivative of a Preferred Provider Organization (PPO) or Health Care Organization (HCO)? Do you offer a stand-alone HCO
- (d) How many providers are in the network? What type of contracts and discounts do you have with the providers in the network?
- (e) Please include an example of a contract. Feel free to redact confidential Client information.
- (f) How were the providers screened for the TPA's network?
- (g) How are providers compensated?
- (h) How will you notify the Agency about a change in a Provider's status (additions/deletions)?
- (i) Please explain the Service Departments that are available for the Injured Worker, Employer, and Provider.
- (j) Describe the TPA's website features, and patient and employer access.
- (k) Please describe in detail what reports you can provide to document the Medical Provider Network (MPN) savings.
- (l) Describe how the Medical Provider Network billing and utilization interface with any proposed medical bill review, nurse case management, and utilization review programs. Please address any overlap or potential for double charging.

C. 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) to enable the Evaluation Committee to assess the financial stability of the Offeror. Failure to respond with supporting documentation will result in Offerors disqualification.

2. Performance Surety Bond.

Surety 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 E. 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 II.C.30 and APPENDIX E, 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 the Cost Response Form in APPENDIX D.

7. Resident Business or Resident Veterans Preference

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.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	160
B. 2. Organizational References	140
B. 3. Mandatory Specification	
3.B.3.A. Summary of Auditors Service	Pass/Fail
3.B.3.B. Primary	Pass/Fail
B. 4. Desirable Specification	200
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C.5. Oral Presentations	200
C.6. Cost	300
TOTAL POINTS AVAILABLE	1,000
C.7. New Mexico / Native American Resident Preference IV C. 7	50
C.7. New Mexico / Native American Resident Veteran Preference Points per Section IV C.7	100

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.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. B.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 F). 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 II.C.18.

3. B.3. Mandatory Specifications (See Table 1)

Agency to Provide Workers' Compensation Third Party Administration and Medical Management services to public school districts in the State of New Mexico as it relates to this RFP.

A statement of concurrence is required.

Agency is qualified to provide Workers' Compensation Third Party Claims Administration in the State of New Mexico as it relates to this RFP.

A statement of concurrence is required.

Employs experienced personnel possessing strong backgrounds in claims management practices including timely and efficient adjustment, litigation management, and thorough investigation of claims.

A statement of concurrence is required.

Knowledge of State and Local Governmental Policies and Procedures: Offeror must have knowledge of state and local workers' compensation claims administration regulations, adjuster licensure certificates, State of New Mexico Workers' Compensation Administration, best practices, etc.

A statement of concurrence is required.

Information System and Ad hoc reporting: Offeror must have a sophisticated and robust claim and/or medical management system to manage NMPSIA's claim volume. The system must provide online access and provide data integrity.

A statement of concurrence is required.

Provide all of the minimum services detailed in: IV SPECIFICATIONS, A. DETAILED SCOPE OF WORK (MINIMUM SERVICES).

A statement of concurrence is required.

Provide a summary of all (non-employment related) litigation, arbitration, and regulatory proceedings, pending, adjudicated or settled that your firm has been, or is, subject to. Describe each proceeding in detail and list any proceeding, which has resulted in a judgment or settlement. For matters not yet resolved, describe the nature of the claims, and demands for damages in detail.

4. B.4. Desirable Specifications (See Table 1)

I. Third-Party Administration – TPA

a. *Philosophy*

Describe your claims management philosophy.

b. *Staffing and Project Organization*

Describe the staff structure you will assign to the Agency's account. Include caseloads for all assigned staff. Provide an organization chart indicating the names and positions of the team members.

c. *Work Plan and Technical Approach*

(a) Briefly summarize how the TPA's services in the Proposal will meet or exceed the Agency's requirements (refer to the Scope of Work).

(b) Provide a Transition Plan with specific milestones, tasks, and deliverables to be accomplished by the TPA during the transition period prior to July 1, 2023. Include the electronic data transfer process.

(c) Explain any special resources, procedures, or approaches that make the services of the TPA unique and advantageous to the Agency.

(d) Identify any limitations or restrictions of the TPA in providing services that the TPA should be aware of in evaluating the Proposal.

(e) Describe the TPA's medical management and cost-containment strategy and how it is to be achieved (include NCM, BR, MPN, PBM, PT, etc.) How does the TPA access information in a timely manner?

- (f) Describe the Company’s reserving policies, practices, and standards for review of reserves (e.g., involvement of the supervisor or manager in adjusting reserves). Provide a sample Claim Reserving Sheet.
- (g) Describe the Company’s policies or procedures for litigation management.
- (h) Describe the methods used for establishing a legal panel.
- (i) Describe the Company’s policies or procedures in reviewing the performance of the legal panel.
- (j) Describe the Company’s process for auditing billings from the legal panel. On average, how many adjustments and amounts have you retracted from your panel in the last two years based on wrongful filings?
- (k) Describe your Special Investigation Unit (SIU). What “red flags” will initiate a referral for AOE/COE and sub-rosa investigations to identify fraudulent claimants?
- (l) Fully describe the TPA’s procedures to avoid penalties and how frequently penalties are imposed on the TPA. Describe the methods recommended to resolve disputes between the TPA and the Agency regarding responsibility for penalties that are imposed.
- (m) Medicare Secondary Payer Protocols
 - i. Does your system provide an interface that allows users to easily assess and manage MSP compliance?
 - ii. Describe system installation requirements.
 - iii. How is data entered into the system?
 - iv. Does your system check Medicare eligibility automatically? Is there a per-query cost?
 - v. Does your system monitor Section 111 reporting requirements automatically?
 - vi. Does your system identify MSP compliance issues and provide an easy way to deal with them?
 - vii. How will your solution ensure that the Agency stays in compliance with MSP?
 - viii. What other support does your firm offer to supplement the system?

II. Information Technology and Reports

- (a) Describe the proposed Claims Management System, and whether it is owned or leased. How will the system meet or exceed the requirements of the Agency? Explain any advantages that this proposed system would have over the competitors’ systems. Explain any disadvantages or limitations that the Agency should be aware of in evaluating the proposal.

(b) To what extent will the Agency have access to the Claims Management System, including, but not limited to, diary access, claim status notes, payments and reserves, all correspondence, work status access, and all reports? Describe the Agency's ability to run ad hoc reports and at what additional cost, if any.

(c) Describe the level of detail (i.e. search field options) the Claims Management System provides.

(d) What practices and controls does the TPA have in place to ensure its Information Technology System(s) is adequately protected against environmental, physical, and cyber/data breach threats? State if the TPA will be compliant with all relevant data protection legislation and all applicable Federal and State privacy statutes, rules, regulations, and orders, including HIPAA requirements related to electronic data interchange for all services included in this proposal.

(e) Describe the TPA's screening procedures for all employees to ensure that information accessed by TPA's personnel is protected. Include any security awareness training and training on applicable regulations (e.g. Data Privacy Law).

(f) Describe the TPA's Business Continuity Plan and Insurance Policy (if any) and how they will counteract the effects of a major breach, failure, or disaster, and mitigate the impact of interruptions to your business activities. Provide a description of the Plan and scope, systems used, etc., and if the plan is tested/drilled on a routine basis to verify plan accuracy and effectiveness. If you have an IT Disaster Recovery Plan, can you state the Recovery Time Objective (RTO) and the Recovery Point Objective (RPO)?

(g) The TPA shall provide samples of monthly, quarterly, and annual claims management/summary reports in the Appendix of the Proposal (i.e. Claim Summary and Status Reports, Claims Opened and Closed Monthly Reports, Loss Run Report, Penalty Report, etc.) Performance metric reports should be clearly defined and differentiated (e.g. hard dollar savings, soft dollar (cost avoidance) savings, return-on-investment measurements (ratio of savings to fees), claims' open-to-close ratio, etc.) Describe the types of reports that are available in Excel.

III. Managed Care Services

a. *Philosophy*

Describe your service philosophy.

b. *Staffing and Project Organization*

Provide an organization chart indicating the names and positions of the team.

c. *Work Plan and Technical Approach*

Briefly summarize how the TPA's services in the Proposal will meet or exceed the Agency's Managed Care Services requirements.

IV. Nurse Case Management (NCM)

- (a) Provide a Transition Plan with specific milestones, tasks, and deliverables to be accomplished by the TPA during the Transition Period prior to July 1, 2023.
- (b) Explain any special resources, procedures, or approaches that make the services of the TPA unique and advantageous to the Agency.
- (c) Identify any limitations or restrictions of the TPA in providing services that the Agency should be aware of in evaluating the proposal.
- (d) Describe if NCM is outsourced or internal. Who owns and manages NCM services? If outsourced, describe the interface of systems (if any) and disclose any revenue arrangement with the NCM vendor.
- (e) Describe your telephonic and field case management services criteria for referral to a nurse.
- (f) What is the process by which you facilitate channeling employees to providers within the MPN? What is the process involved in obtaining certain treatment plans and medical reports, especially on litigated claims?
- (g) Provide a description of your Catastrophic Case Management Program.
- (h) Describe communication standards with the Injured Worker, Adjuster, and Employer. Provide sample NCM reports you provide to the Adjuster.

V. Medical Bill Review (MBR)

- (a) Provide a Transition Plan with specific milestones, tasks, and deliverables to be accomplished by the TPA during the Transition Period prior to July 1, 2023.
- (b) Explain any special resources, procedures, or approaches that make the services of the TPA unique and advantageous to the Agency.
- (c) Identify any limitations or restrictions of the TPA in providing services that the Agency should be aware of in evaluating the Proposal.
- (d) Describe if BR is outsourced or internal. Who owns and manages BR services? If outsourced, describe the interface of systems (if any) and disclose any revenue arrangement with BR vendor.

- (e) Provide a complete description of your medical bill review process with turnaround times. Include how the TPA's process is better than the competition's (if any).
- (f) Do any bills get processed differently than described above? If yes, explain.
- (g) Describe the process to review Pharmacy Benefit Management (PBM) bills. Do you endorse a review-only process? Or do you believe PBM bills should be reviewed in full, as all other bills? If your organization endorses a full review of PBM bills, describe the benefits to the Agency for a full review versus a review-only (auto adjudicate) approach.
- (h) What percentage of the bills are reviewed by a human versus processed electronically?
- (i) Is there a charge to process duplicates or reconsiderations?
- (j) Does your software have the capability to detect fraud, such as aberrant patterns in medical care and illogical patterns in billing?
- (k) Does the software allow you to filter by medical treatment?
- (l) How do you confirm that the claimant received the services being billed?
- (m) Outline the procedures used to resolve complaints from medical providers and injured workers. Include your standard turnaround time to address inquiries and resolve complaints.
- (n) Describe the methods you employ to identify and prevent over-treatment by medical personnel.
- (o) Describe your experience with Independent Medical Bill Review (IMBR) to date. How many requests for review have been received? Describe the procedures followed to process these requests. Provide a list of IMBR requests and outcomes to date. Indicate how adverse outcomes have been addressed with staff and potential errors in medical bill review techniques corrected so the potential for additional IMBR requests for the same issue are avoided.
- (p) Describe the methods used to accept electronic bills directly from healthcare providers. Include an explanation of how methods will ensure the confidentiality of medical information and medical providers submit bills on standardized forms.

VI. Pharmacy Benefits Management (PBM)

- (a) Provide an organization chart indicating the names and positions of the team members.

- (b) Provide a Transition Plan with specific milestones, tasks, and deliverables to be accomplished by the TPA during the Transition Period prior to July 1, 2023.
- (c) Explain any special resources, procedures, or approaches that make the services of the PBM unique and advantageous to the Agency.
- (d) Identify any limitations or restrictions of the PBM in providing services that the Agency should be aware of in evaluating the proposal.
- (e) What percentage of the TPA's organization's PBM business is dedicated to workers' compensation?
- (f) Describe the adjudication process for authorizing prescriptions.
- (g) What is the size of the TPA's retail pharmacy network? Has any chain ever opted out or been otherwise excluded from your network?
- (h) Does the TPA have a Workers' Compensation-specific formulary? Is it customizable?
- (i) Does the TPA have a no-risk First Fill Program? Please provide details.
- (j) How does the TPA handle third-party bills?
- (k) Does the TPA have a mail order pharmacy?
- (l) Describe any Clinical Intervention Programs that control utilization and increase patient safety.
- (m) What are the customer service hours for live support?
- (n) Are clinical pharmacists available to speak with Nurse Case Managers and Claims Handlers? What hours are they available?

VII. Medical Cost Containment Networks (MPN)

- (a) Describe the TPA's MPN program and service standards. Describe the scope of your network to demonstrate how the Agency's injured workers will have sufficient and appropriate access to the MP.
- (b) Describe the TPA's MPN program and service standards. Describe the scope of your network to demonstrate how the Agency's injured workers will have sufficient and appropriate access to the MP.
- (c) Is the TPA's MPN a derivative of a Preferred Provider Organization (PPO) or Health Care Organization (HCO)? Do you offer a stand-alone HCO

- (d) How many providers are in the network? What type of contracts and discounts do you have with the providers in the network?
- (e) Please include an example of a contract. Feel free to redact confidential Client information.
- (f) How were the providers screened for the TPA's network?
- (g) How are providers compensated?
- (h) How will you notify the Agency about a change in a Provider's status (additions/deletions)?
- (i) Please explain the Service Departments that are available for the Injured Worker, Employer, and Provider.
- (j) Describe the TPA's website features, and patient and employer access.
- (k) Please describe in detail what reports you can provide to document the Medical Provider Network (MPN) savings.
- (l) Describe how the Medical Provider Network billing and utilization interface with any proposed medical bill review, nurse case management, and utilization review programs. Please address any overlap or potential for double charging.

5. C.1. Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

6. C.3. Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

7. C.4. Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

8. C.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).

9. C.6. Cost (See Table 1)

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

$$\frac{\text{Lowest Responsive Offeror's Cost (for the 4 years)}}{\text{Each Offeror's Cost (for the 4 years)}} \times \text{Available Award Points (300)}$$

10. C.7. New Mexico Preferences (See Table 1)

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.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a

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

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Workers' Compensation Third-Party Claims Administration Services RFP#342-2023-06 ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 3:00 pm MST/MDT on February 2, 2023. 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: Charlette Probst, Procurement Manager

E-mail: NMPSIA.procurement@psia.nm.gov

Subject Line: Workers' Compensation Third-Party Claims Administrative Services
RFP#342-2023-06

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP#342-2023-06

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“**Applicable public official**” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

Name of Company

--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)

Name of Company

APPENDIX C

DRAFT CONTRACT

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 (NMPSIA)**, hereinafter referred to as the “Authority,” 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 Authority.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work:

2. **Compensation.**

A. The Authority 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 Authority 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 Authority 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 Authority. All invoices MUST BE received by the Authority 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 Authority 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 Authority 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 Authority. All invoices MUST BE received by the Authority 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 Authority 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 Authority 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 Authority 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 AUTHORITY 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 Authority may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Authority's uncured, material breach of this Agreement.

B. Notice; Authority Opportunity to Cure.

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

2. Contractor shall give Authority 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 Authority's material breaches of this Agreement upon which the termination is based and (ii) state what the Authority must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Authority 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 Authority 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 Authority; (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 Authority'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 AUTHORITY'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 Authority 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 Authority; 2) comply with all directives issued by the Authority in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Authority shall direct for the protection, preservation, retention or transfer of all property titled to the Authority 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 Authority upon termination and shall be submitted to the Authority 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 Authority to the Contractor. The Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Authority 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 Authority 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 Authority.

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 Authority. 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 Authority.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Authority, 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 Authority.

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 Authority 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 Authority employee while such employee was or is employed by the Authority and participating directly or indirectly in the Authority'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 Authority'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 Authority.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Authority relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Authority 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 Authority and

notwithstanding anything in the Agreement to the contrary, the Authority 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 Authority 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 Authority.

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 Authority, the General Services Department/State Purchasing Division and the State Auditor. The Authority shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Authority to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Authority 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 Authority 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 Authority:

[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 Authority 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
COST RESPONSE FORM

Description	Type	Quantity	Cost per Item

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$ _____

Option Year 2: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$ _____

Option Year 3: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$ _____

Option Year 4: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$ _____

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E

Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).

FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!

(N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 342-2023-06

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 II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

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

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, 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 IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Charlette Probst, Procurement Manager, at NMPSIA.procurement@psia.nm.gov by February 28, 2023, 3:00 pm 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 # 342-2023-06
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 State of New Mexico, NMPSIA via e-mail at:

Name: Charlette Probst, Procurement Manager
Email: NMPSIA.procurement@psia.nm.gov

Forms must be submitted no later than February 28, 2023, 3:00 pm 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 State of New Mexico **Procurement Manager** at (505) 469-9038 or NMPSIA.procurement@psia.nm.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

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

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

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

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS: