New Mexico Counties
Request for Proposal
- For -
Medical Bill Review Services

Commodity Code: 961-16

Date of Issuance: October 30, 2026
RFP Responses Due: December 3, 2026



Table of Contents

I. Introduction 3
II. Background 3
III. Scope of Services 3
IV. Contract Term 4
V. Solicitation Schedule 5
VI. Submission for Proposals 5
VII. Information/Questions 5
VIII. Proposal Evaluation Process 6
IX. Proposal Format and Required Information 7
X. Criteria for Scoring 7
XI. Confidentiality Statement 9
XII. Limitations 9
Appendix A: Proposal Requirements 10
Appendix B: Confidential Nondisclosure Agreement 21
Disclosures 28

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I. INTRODUCTION

New Mexico County Insurance Authority ("NMCIA") is issuing this Request for Proposal ("RFP") to obtain proposals for workers' compensation medical bill review services from qualified Medical Bill Review ("MBR") service providers.

NMCIA is requesting responses that will help in evaluating candidates and potentially select a new bill review provider in order to support the bill adjudication activities of the NMCIA workers' compensation claims department and provide the following:

1. Medical bill review services, high-level technical review, accurate application of fee schedule and usual and customary guidelines.
2. Image system to process medical bills, access to online portal.
3. Error-free operational performance and thorough use of state-of-the-art technology and employment of experienced staff.
4. Medical bill processing within New Mexico Workers' Compensation Administration statutory requirements and rules, and requirements set forth by NMCIA.
5. Ability to securely submit medical bills to the medical bill review system and track progress.
6. Mailroom support services.
7. Customer service support to our team and providers.

II. BACKGROUND

New Mexico Counties (NMC) administers a self-insured membership pool (NMCIA) that provides workers' compensation insurance coverage and administration to counties within the state of New Mexico. NMC is headquartered in Santa Fe, NM, and the workers' compensation department is located in Albuquerque, NM. The NMC workers' compensation department employs one administrative assistant, four adjusters, one nurse case manager, and one department manager.

NMCIA receives approximately 800 claims annually. Approximately 8,500 bills are submitted to NMCIA annually with an average annual total gross billed amount of approximately $5 Million. NMCIA currently utilizes Origami Risk for its risk management information system services.

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III. SCOPE OF SERVICES

NMCIA is soliciting responses from a medical bill review service provider who can deliver medical and claim-related bill processing, review, and payment services for bills submitted by health care providers and vendors, as well as mailroom support services.

The MBR must provide superior performance in the following areas:

1. Assist NMCIA in achieving maximum improvement in the overall performance of medical cost containment through financial performance (savings and fees), operating efficiency, and technical capabilities and efficiency.
2. Offer maximum flexibility in accommodating NMCIA's operational structure and program delivery requirements.
3. Provide consistent and accurate reporting on fees, savings, and utilization of all services, identifying the performance of program components, including staff.
4. Demonstrate excellence in meeting both statutory and contractual obligations.
5. Assign to NMCIA permanent, experienced personnel in all departments, including operations, information technology, account management, and executive account management representation.
6. Provide NMCIA access to customized reports.
7. Provide mail room support services.
8. Seamlessly interface with Origami Risk.

The appointed MBR will work in partnership with NMCIA to contain medical spending for workers' compensation claims. The appointed company will provide medical bill review and re-pricing services to ensure provider bills are paid within statutory requirements using the appropriate contracts and fee schedules for New Mexico. The MBR's system must interface with NMCIA's risk management information system, Origami Risk.

The medical bill review company will provide monthly and quarterly reports, as well as access to reports demonstrating cost containment efforts. The MBR is required to provide mail room services.

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IV. CONTRACT TERM

The term of the agreement shall be for a period of four (4) years. NMCIA reserves the right to terminate the agreement at the end of the period, or as otherwise provided by the underlying executed agreement.

V. SOLICITATION SCHEDULE

The following schedule has been established for the selection process:

Date	Action
10/30/2026	RFP Distributed to candidates
11/12/2026	Questions/Clarification deadline
11/16/2026	Responses to questions
12/03/2026	RFP responses due by
12/04/2026, 12/07/2026, 12/08/2026	Responses evaluated
12/15/26, 12/16/2026	Demonstrations (If needed)
12/17/2026	Notice of Award
TBD	Implementation period
TBD	Go-Live

VI. SUBMISSION FOR PROPOSALS

One (1) electronic copy of the proposal should be submitted to:

Roberta Gonzales, CPO & Eddy County Finance Director
101 W. Greene Street
Carlsbad, NM 88220
Phone: 575-887-4820
Email: roberta@eddycountynm.gov

Proposals should be submitted no later than 5:00 PM (MST) on December 3, 2026. Any proposals received after this deadline will NOT BE ACCEPTED.

The proposal should contain the requested information. A proposal may be rejected if it is incomplete. A proposal may be rejected, and the submission will be disqualified for reasons including, but not limited to:

1. Any evidence of collusion between medical bill review companies considered for this RFP.

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2. Any disclosure by a considered medical bill review company to parties beyond their own organization, or business partners/affiliates directly involved in the provision of the medical bill review services, of the existence, content, or any documentation related to this RFP.
3. Lack of responsiveness and cooperation as shown by interaction during the RFP process.

VII. INFORMATION/QUESTIONS

Questions should be addressed to:

Roberta Gonzales, CPO & Eddy County Finance Director
101 W. Greene Street
Carlsbad, NM 88220
Phone: 575-887-4820
Email: roberta@eddycountynm.gov

In writing via electronic mail only. All questions must be submitted no later than 5:00 PM (MST) on November 12, 2026. NMCIA will not respond to any questions after this deadline. Any information requested will be compiled and sent to all competing firms as a supplement to this RFP.

Please **do not** contact other representatives of NMCIA prior to the submission of your proposal. Any such contact is grounds for disqualification.

Thank you for your interest in this process. We look forward to the opportunity to consider your proposal.

VIII. PROPOSAL EVALUATION PROCESS

Proposals shall be consistently evaluated based upon the following criteria:

- Demonstrated competence
- Experience in performance
- Reasonableness of cost
- Expertise and availability of key personnel
- Financial performance
- Conformance with the terms of this RFP.

Proposals shall be kept confidential until a contract is awarded. In addition, all proprietary data, trade secrets, or other information related to the business of

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NMCIA shall be kept confidential by all candidates indefinitely. Unless NMCIA specifically agrees in writing by an authorized representative to waive this confidentiality.

No news releases or announcements regarding this RFP may be issued by candidates without prior written approval by NMCIA. No candidate may use NMCIA's company name or logo in any advertisement or publication without prior written consent by an authorized representative, even after the award has been made.

The RFP award will be made in writing to the selected MBR. The award is contingent upon successful negotiation of final contract terms. The negotiations shall be confidential and are not subject to disclosure to competing candidates. If contract negotiations cannot be concluded successfully, NMCIA reserves the right to negotiate a contract with another MBR or withdraw the RFP.

IX. PROPOSAL FORMAT AND REQUIRED INFORMATION

The proposal should identify the MBR, provide the name of the principal contact, and be signed by an officer of the MBR. Proposals must include responses to all sections in Appendix A and requested supporting documentation.

It is not NMCIA's intent to excessively limit the amount of material that a candidate provides in its submitted proposal. However, materials that are not pertinent to the requirements outlined in this RFP will not be considered.

In order to simplify the evaluation process and obtain maximum comparability, NMCIA requires that all responses to the RFP be organized in a manner described in this section. Any deviation from this format without adequate justification may result in disqualification of the proposal. The proposal should adhere to the following sequence and content:

A. Cover Letter
B. Table of Contents
C. Proposal Questions and Candidate Responses
D. Attachments
    a. Optional Attachments
E. Confidential Nondisclosure Agreement (Appendix B)
F. Disclosures starting on page 28

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X. CRITERIA FOR SCORING

NMCIA will determine the selection of a successful candidate through the analysis and scoring of proposals, interviews, site visits, and other factors that collectively demonstrate the candidate that provides the highest level of financial performance and stability; operational accuracy; efficiency and quality of services; customer service; and technology flexibility and accuracy.

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of 1000 points.

The scoring of proposals submitted in response to this RFP will be based on a scoring system that addresses the content and accuracy of all question responses, the quality of the overall proposal, as well as the following:

1. Medical bill review, performance, and reporting sections have a 40% weight, with 400 total possible points.
2. Network management and account management sections have a 30% weight, with 300 total possible points.
3. System functionality and support, implementation, and pricing sections have a 20% weight, with 200 total possible points.
4. Client references and staffing section have a 10% weight, with 100 total possible points.

NMCIA may consider recommendations from provided referrals and others as it deems necessary to determine the ability of the MBR to provide the requested services. The MBR shall provide all information and data requested.

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

A. Superior Response (95-100% of total points): A superior response is a highly comprehensive, excellent reply that meets or exceeds all of the requirements of the RFP. In addition, the response covers areas not originally addressed within the RFP and includes additional information and recommendations that would be both valuable and beneficial to NMCIA. This response is considered by the evaluation committee member to be an excellent standard, demonstrating the candidate's authoritative knowledge, practice, and understanding of the services desired.

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B. Good Response (85-94% of total points): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project and subject matter, with no deficiencies noted.

C. Fair Response (75-84% of total points): A fair response meets most requirements set forth in the RFP. The candidate demonstrates some ability to comply with guidelines and requirements of the project and demonstrates knowledge of subject matter.

D. Poor Response (65-74% of total points): A poor response minimally meets most requirements set forth in the RFP. The candidate demonstrates minimal knowledge of subject matter.

E. Failed Response (</= 64% of total points): A failed response does not meet the requirements set forth in the RFP. The candidate has not demonstrated sufficient knowledge of the subject matter.

Based on scores resulting from the evaluation of each proposal, finalists will be chosen for final consideration as potential workers' compensation bill review service providers for NMCIA. Finalists will be further evaluated on the additional elements involved in the RFP process, including:

- Candidate interviews
- Candidate responsiveness and service quality during finalist phase of the RFP process
- References

XI. CONFIDENTIALITY STATEMENT

The information provided to you in conjunction with this RFP is strictly confidential and not intended for public use or for use other than for the process specified in this RFP by the medical bill review company. See Appendix B.

XII. LIMITATIONS

This RFP does not commit NMCIA to negotiate a contract or enter into any agreement to provide medical bill review services. This RFP also does not obligate NMCIA to pay for any costs incurred in the preparation or submission of any proposal or in anticipation of a contract or agreement. The selection of

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any MBR requires financial and contractual terms. Responses to this RFP will provide NMCIA with more detailed information to help further differentiate MBR candidates.

APPENDIX A

PROPOSAL REQUIREMENTS

CANDIDATE OVERVIEW

1. State the full name of your Company, its mailing address, and its Federal EIN.

2. Provide the full name, contact information (office phone, cell phone, fax number, and email address) for all individuals who will represent your Company in connection with this RPF.

3. Indicate whether your company operates as an individual, partnership or corporation, and if a corporation, whether it is licensed to conduct business in New Mexico. If it is not so licensed, please indicate the length of time it would take to obtain a license.

4. Indicate whether your company, or an affiliated or parent company, is publicly traded.

5. List all merger and/or acquisition activity involving your organization over the last three (3) years. State if your firm is in the process of, or in negotiations toward, being sold.

6. State the number of years your company has been in business providing medical bill review services.

7. Describe and explain any legal or disciplinary actions instituted or proposed against MBR during the last three (3) years. Describe any pending disciplinary matters of which MBR is aware.

8. Describe your customer service philosophy. Discuss how MBR would approach the situation if NMCIA should experience consistently

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unresolved performance issues from assigned personnel; include names and contacts.

CLIENT REFERENCES

9. Identify at least 3 current clients for which you provide workers' compensation medical bill review services. Include contact information for each client.

10. List clients MBR has lost in the past three (3) years explaining the circumstances as appropriate. Discuss, if any, any instance in which the loss of the client was due to an unresolved matter, explain the process of attempting to resolve the issue (s).

11. State which, if any, New Mexico clients you serve.

STAFFING

12. Indicate all specific members of senior management and bill review branch management that have left or joined the organization over the last two (2) years. For each individual, please indicate the date of departure or arrival and the reason for leaving or joining the organization.

13. Describe your staff turnover for the past three (3) years. Describe steps taken internally to maintain team continuity.

14. Provide detailed information describing the background and specific industry experience for all staff providing medical bill review services. Include the minimum requirements for education, experience and training for all positions. Provide a summary of the qualifications, licenses/credentials, and areas of expertise and years of experience maintained by professional staff.

15. Describe the on-going education program you have in place to keep your staff up to date on industry, legislative, coding and network changes that affect the delivery of medical bill review services.

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MEDICAL BILL REVIEW SERVICES

16. Statement of service delivery/approach. Explain how the MBR plans to integrate the requested services with NMCIA's claims program. Include a brief summary of how the MBR's program is expected to benefit NMCIA with an emphasis on how the approach distinguishes the MBR from competitors.

17. Provide a complete summary and description of services provided by MBR. The summary shall include a description of how the proposed bill review platform accurately evaluates and reduces provider charges in compliance with state specific fee schedules. The description shall outline the bill review platform capabilities as it relates to the integration of PPO and client medical provider networks.

18. Describe a detailed review of the workflow, including turnaround times for bill processing and payment, and other services provided by the MBR, including reconsiderations.

19. Describe internal audit and quality control processes to minimize errors and ensure service levels are met. Include a description of processes for recovery or reimbursement for overpayments or adjustments.

20. Bill review processing

    a. Describe the automated re-pricing rules and standard business rules used to review medical bills and outline what aspects are customizable.
    b. Outline the criteria for high level review and staff qualifications for those who do the review.
    c. Describe the negotiations process and outline the criteria, staff qualifications, and performance expectations.
    d. Identify examples of re-review alerts or special handling criteria.
    e. Outline and describe the levels and components reviewed when auditing medical bills (including, but not limited to, hospital bills including implants and injectable medications, as well as reconsiderations).

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21. Describe your bill review intake operations to include scanning, indexing, imaging and OCR operations. Include a description of the system used to track each bill from receipt through transmission of the Explanation of Review. Indicate whether there is any aspect of this process that is performed outside of the United States.

22. Describe your ability to apply the fee schedule, accurately and consistently, to capture excess billing, duplicate or partial duplicate charges, and recognize and unbundle service codes as appropriate.

23. Outline how bill review analysts determine whether to up-code or down-code submitted provider bills. What criteria are used to make this decision, and how do you ensure these decisions are defendable when providers submit reconsiderations?

24. Other than reducing bills to the state's fee schedule, elaborate on other methods that will be utilized and provided to allow for further bill review re-pricing reductions.

25. Outline procedures used to resolve medical provider complaints. Include your standard turn-around time to address inquiries and complete reconsideration requests.

26. What is the average monthly bill volume processed by the office that will serve NMCIA's account? Provide a list of the five (5) largest accounts served by the office, with corresponding average monthly bill volume. If additional staff at this location is necessary, how many additional personnel will be hired and what other resources will be required?

27. Outline your mail room support services, if any.

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PERFORMANCE

28. Confirm that in responding to all data requests contained in this RFP, all of your organization's data for gross charges and savings will reflect all of the following parameters:
    a. Net full and partial duplicate charges and savings
    b. Net all charges and savings related to examiner-directed bill payments and denials, review-only bills, and non-reviewable documents such as provider appeal letters
    c. Savings reflect the net impact of reconsiderations.

29. For your book of business, provide the following organization-wide information for all accounts, separately, for the past three (3) years, including specific totals:

    a. Bill volume
    b. Gross charges
    c. Bill review savings and associated percent of gross charges
    d. PPO savings and associated percent of gross charges
    e. Total gross savings and associated percent of gross charges.

30. Performance guarantees

    a. Outline and describe any performance guarantees your company will offer and explain how your performance guarantees differentiate you from your competitors
    b. Describe the expected savings.

31. Confirm that you are willing to re-price sample bills as requested by NMCIA.

32. Provide total turnaround time report in order to show bills are processed and paid within 30 days of receipt per state rules.

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NETWORK MANAGEMENT

33. List all networks offered by your organization. Indicate what, if any, tiering limitations or restrictions for all networks.

34. How are fees for savings below fee schedule from PPO, specialty networks, and negotiated discount services applied? Outline all fees associated for all savings and describe how different fees are assessed for savings resulting from fee schedule application compared to all other network discounts.

ACCOUNT MANAGEMENT

35. Provide names and titles of principal staff that will be permanently assigned to ongoing operations. For each person, please indicate whether or not that person will be permanently designated to the Company account. For each respective staff member, indicate respective primary office location, telephone, email address, and related account experience. Please provide principal staff member for all of the following account responsibilities:

    a. Senior/Executive Management Representative
    b. Account Management
    c. Bill Review Operational Management
    d. Bill Review Analysts
    e. Product Support (i.e., system development, report development)
    f. Systems and IT Support

36. Is your organization willing to provide representation, at no cost to NMCIA, at conferences and hearing related to disputes over the allowances and payments resulting from your review of medical bills? Explain circumstances in which the defense of legal issues has been necessary.

37. For provider overpayments resulting from incorrect payment recommendations issued to NMCIA by your organization or any of your sub-contractors, is your organization willing to reimburse NMCIA in full for these overpayments if these overpayments are not

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recaptured from the provider by your organization within 90 days of identification?

38. Auditing:

a. Describe your internal audit program review for bill review processing
b. Describe staff performance audit policy and procedure
c. Specialty Networks Oversight
d. Explain your organizations audit practices utilized to audit the accuracy of data entry and review of provider medical bills.

39. Describe processing standards for bill review that exceeds regulatory requirements.

40. Provide a complete description of your Quality Assurance Program addressing medical bill review performance standards and measurements.

41. Outline your customer service program for providers and describe how complaints are escalated, as well as the appeals process (informal and formal processes).

42. Outline the processes or guidelines your organization emphasizes as elements critical to providing good customer support. Describe your competitive advantage.

REPORTING

43. What data analytics and reporting tools are utilized for bill review? Provide a copy of reports currently used.

44. Confirm that your organization can and will provide monthly MBR savings summary and detail reports that reflect all of the following parameters:

    a. Net full and partial duplicate charges and savings
    b. Net all charges and savings related to examiner-directed bill payments and denials, review-only bills, and non-reviewable documents such as provider appeal letters

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c. Savings reflect the net impact of reconsiderations (i.e. savings are adjusted down to reflect the impact of reconsiderations), and additionally that your results do not include both initial and reconsideration reviews.

45. Confirm that your organization can provide monthly summary reports, in compliance with the above reporting parameters and containing the following data elements:

a. Bill volume, net full duplicates
b. Gross charges
c. Fee schedule/bill review savings
d. PPO savings
e. Negotiated discount savings
f. Other savings (specify each type)
g. Total gross savings
h. Gross percentage of savings
i. Fee schedule/bill review fees
j. PPO fees
k. Negotiated discount fees
l. Ortho fees (specify each type)
m. Total fees
n. Net percentage of savings
o. Show aggregate activity including overall total.

46. Confirm that your organization can provide monthly MBR bill detail reports, in compliance with the above reporting parameters and containing the following data elements for each bill:

a. State/area
b. Bill identifier, claim number
c. Claimant
d. Provider
e. Date (s) of service
f. Gross charge
g. Reductions, separated by type
h. Fees, separated by type
i. Summary of bill volume, charge reduction and fee data by bill type (i.e. physician, inpatient hospital, outpatient hospital, pharmacy, etc.).

47. Confirm that your organization will provide reports tracking network penetration for each provider type, as identified by NMCIA.

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48. Is your organization willing to, with the necessary claims data supplied by NMCIA, implement at no cost to NMCIA reporting functionality that fully complies with the reporting requirements? Confirm that this reporting functionality will incorporate all medical data for reconsiderations, review-only bills, liens and all other bill types required currently and going forward. Explain in detail the solution you will provide.

49. Confirm that your organization will provide standard monthly, quarterly and annual reports, as well as ad hoc reports at the request of NMCIA.

SYSTEM FUNCTIONALITY AND SUPPORT

50. Do you offer an internet-based portal for NMCIA claims personnel to view overall bill review activity and status? Is the claims professional able to approve, deny, or adjust payments made in your system? Briefly describe the key functionality of this portal.

51. Is your system capable of downloading up to three (3) years of NMCIA historical payment and fee data?

52. In a separate attachment, please provide documentation and schematics detailing the architecture, functionality and navigation of your bill review system. Provide detailed information on a) the functionality that differentiates your software from other software, and b) the design aspects of your software that facilitate integration with NMCIA's processing infrastructure.

53. Describe to what degree is bill review integrated with other systems. What experience and resources enable your organization to accommodate a unique processing structure? What best practices would you recommend that will ensure the successful integration of our services with NMCIA's workflow? What specific implementation resources and personnel will you commit to ensure this successful integration?

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54. What procedures do you employ to ensure that bill image, claim/vendor and payment files are uploaded and submitted successfully, and in the case of any individual record or whole file errors, such errors are consistently identified and corrected?

55. Indicate all specific members of your IT staff that have left or joined your organization over the past two (2) years. For each individual, indicate date of departure or arrival and his or her reason for leaving or joining. Provide specific turnover numbers for your IT personnel for the past two (2) years.

56. Which of your offices will perform implementation and ongoing systems maintenance for NMCIA's account? What is the composition of the IT staff at this office including position titles and number of associates per position?

    a. What specific personnel do you propose to assign to NMCIA's account for each task? Provide detailed professional experience information for all personnel to be assigned to the NMCIA account, including years of experience at your organization and corresponding task descriptions.

57. What data protection measures do you employ to ensure the privacy and security of desktops and servers, and data transmission? Describe your process and standards.

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IMPLEMENTATION

58. Describe testing processes and timelines for going live to ensure all transfer of information meets functional requirements. Describe the ability to accommodate ongoing testing after going live to ensure systems continue to function correctly and support ongoing system changes.

59. Identify a team and process involved with implementation, testing and conversion, and provide a timetable for these processes; as well as personnel who are responsible for implementation, transition, and addressing systems issues and ensuring the bill review and payment system down-time or malfunctions for NMCIA is limited.

60. Describe the implementation process employed for a seamless transition and address all aspects including account setup, Electronic Data Interchange development, history transfer, etc. Provide the name of the implementation manager assigned to New Mexico Counties.

61. Describe any disaster and back-up plans to ensure systems are available to New Mexico Counties.

PRICING

62. List in detail the pricing you propose for each area of services provided to NMCIA.

63. Outline the costs associated with your services and explain how these costs add value to your service.

64. Is your organization willing to implement a performance-based incentive structure whereby your service rates are adjusted up or down based on savings performance, payment accuracy, file exchange accuracy, and other financial or operational criteria as defined by NMCIA?

65. Pricing Matrix

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a. Complete the Pricing Matrix below. Please indicate "Not Applicable" for fee structures not being proposed, and "No Charge" for items that are provided at no charge.

Pricing Matrix	
Medical Bill Review	
Flat Fee Per Bill	$
Review Only Charge — Flat Rate Per Bill	$
Direct Negotiation Fee (out of network)– flat rate per negotiation	$
Direct Negotiation Fee (out of network) percentage of savings with proposed cap on total fee to be reimbursed for catastrophic or extraordinary events.	$
Preferred Provider Organization (PPO) — flat rate	
PPO — percentage of savings	
Flat Rate per Bill to include MBR PPO	
Any applicable report fees	
Provide any applicable charges for mail room support services.	
Provide any applicable charges for computer time, licensing, system utilization, and interface.	
Describe the cycle for bill generation - daily, weekly, or monthly. Explain how disputed bills are handled.	
Include any other charges or pricing (one-time data/information requests or for other services not listed).	

66. If there is any item(s) not addressed in the questions above that MBR believes is pertinent to the evaluators of this RFP, please discuss here.

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APPENDIX B

CONFIDENTIAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into on _____, 20___, by and between _____, ("Respondent") and New Mexico Associations of Counties doing business as "New Mexico Counties" together with its affiliates and subsidiaries ("NMCIA").

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements made herein, the Parties hereby covenant, promise and agree as follows:

1. Purpose. The Parties desire to make certain proprietary and confidential information available to each other for the sole purpose of allowing the Parties to evaluate a potential business arrangement regarding commercial insurance broker services for NMCIA.

2. Confidential Information.
   a. For the purposes of this Agreement, "Confidential Information" shall collectively mean, this Agreement, as well as any and all confidential and proprietary information of a party, including, but not limited to proposals; business plans and strategies; products and technology; financial information, software, source code and object code; clients or prospective clients; client data; claims and policyholder information; claimant or employee information, data models; inventions, developments, formulae and processes; know-how, show-how, discoveries, improvements, works of authorship, concepts, mask works, and ideas, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection (in the United States or elsewhere); and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing; and whether or not learned (directly or indirectly) by observation or otherwise by either party in conjunction with the evaluation referred to above, or any business arrangement resulting from that evaluation.

   b. Confidential Information does not include any of such Confidential Information that was, or after the time of disclosure, becomes part of the public domain through an act or failure to act by the recipient party in violation of this Agreement, or was in the possession of the recipient party at the time of disclosure by the disclosing party and was not disclosed in anticipation of the underlying potential business arrangement.

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c. Confidential Information shall also include any such information that the recipient party learns from consultants, customers or other third parties whom the disclosing party authorizes to communicate with the recipient party.

3. Protection.
   a. The parties agree that except as otherwise permitted by this Agreement or with the prior written consent of the other party, the recipient party shall hold in secure confidence and neither use nor disclose to any third party any Confidential Information obtained from the disclosing party.

   b. The recipient party shall not use Confidential Information to guide a search of public information to limit obligations of confidentiality, non-disclosure or non-use as set forth in this Agreement.

   c. Each party may disclose Confidential Information to its executives, directors, employees, counsel and other representatives for legitimate business purposes and solely for internal use in the evaluation of a potential business arrangement under this Agreement.

   d. Each party shall direct its executives, directors, employees, counsel and other representatives to not disclose to any person either the fact that discussions or negotiations are taking place concerning a potential business arrangement or any of the terms, conditions or other facts with respect to any such potential business arrangement, including the status thereof.

   e. The recipient party shall use the same degree of care to protect the Confidential Information of the disclosing party as it uses to secure and protect its own Confidential Information. However, in no event shall the recipient party use less than a reasonable degree of care to protect Confidential Information of the disclosing party.

   f. Under this Agreement, the term "person" shall be broadly interpreted to include without limitation any corporation, company, group, partnership or individual.

4. Exceptions. Information shall not be afforded the protection of this Agreement if the recipient party can demonstrate that such information is:

   a. Now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the recipient party;

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b. Known to the recipient party prior to receipt thereof under this Agreement from its own independent sources as evidenced by the recipient party's records, and which was not acquired, directly or indirectly, from the disclosing party;
c. Received by the recipient party from any third party having a legal right to transmit such information and not under any obligation to the disclosing party to keep such information confidential;

d. Independently developed by the recipient party without use of, or resort to, the information disclosed to it by the disclosing party; or

e. Required to be disclosed pursuant to law, provided the recipient party uses reasonable efforts to give the disclosing party reasonable notice of any such required disclosure.

If only a portion of any Confidential Information falls under any of these exceptions, then only that portion shall be excluded from the terms of this Agreement.

5. Duration of Obligations.
   a. Each party's obligations shall continue with respect to any particular item of Confidential Information until that information is no longer protected by this Agreement.

   b. Nothing contained in this Agreement shall obligate the disclosing party to disclose any particular Confidential Information to the recipient party.

   c. The disclosing party shall have total control over the nature and extent of its disclosures of Confidential Information.

   d. Nothing contained in this Agreement shall obligate recipient party to accept any disclosures of Confidential Information.

   e. The recipient party may, at any time, give written notice to disclosing party stating that it no longer wishes to receive such Confidential Information.

   f. No such action by either party shall relieve the recipient party of its obligations to the disclosing party with regard to Confidential Information previously delivered to the recipient party by the disclosing party.

6. Return or Destruction of Material. Upon the disclosing party's request, the recipient party will promptly destroy or return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information (in any form and including, without limitation, all analysis, evaluations, summaries, copies and excerpts of Confidential Information). At the disclosing

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party's option, the recipient party will provide written certification of its compliance with this Section.

7. Exclusive Property; No Rights Granted. All Confidential Information will remain the exclusive property of the disclosing party. The disclosing party's disclosure of Confidential Information will not constitute an express or implied grant to the receiving party of any rights to or under the disclosing party's patents, copyrights, trade secrets, trademarks or other intellectual property rights.

8. Independent Development. The disclosing party acknowledges that the recipient party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the recipient party will not develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the receiving party does not violate any of its obligations under this Agreement in connection with such development.

9. Legal Obligation. Unless and until a definitive agreement between the parties with respect to any transaction contemplated by this Agreement has been executed and delivered, neither party shall be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of any other written or oral expression with respect to such a transaction by any of its executives, directors, employees, counsel, financial advisors or other representatives except for the matters specifically agreed to in this Agreement.

10. Entire Agreement. This written Agreement embodies the entire understanding between the parties and supersedes and replaces any and all prior understandings, arrangements, and agreements whether oral or written relating to such Confidential Information.

11. Successors and Assigns. This Agreement is exclusive to the parties hereto and may not be assigned or transferred by either party in whole or in party, without the prior written consent of the other party. This Agreement shall inure to the benefit and be binding upon the successors and permitted assigns of the parties.

12. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of New Mexico, excluding any statutes or rules of any jurisdiction with respect to conflict of laws.

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13. Relief.
    a. Each party acknowledges that any unauthorized disclosure or use of the opposite party's Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

    b. In the event of any actual or potential breach of this Agreement, the disclosing party shall give the recipient party written notice of such actual or potential breach.

    c. If such actual or potential breach can be remedied without cost or harm to the disclosing party, the recipient party shall have five (5) working days to remedy such actual or potential breach and provide evidence of such remediation to the disclosing party in a manner acceptable to the disclosing party in its reasonable discretion.

    d. If the actual or potential breach cannot be timely remedied in a manner acceptable to the disclosing party in its reasonable discretion, the disclosing party may direct recipient party to immediately cease any use of the Confidential Information and return all Confidential Information as set forth above, and consider the remedies set forth in this Agreement in addition to and not in lieu of, any other remedy or relief available under applicable law.

    e. The recipient party shall indemnify and hold harmless the disclosing party from and against any and all damages, liabilities, actions, suits, proceedings, losses, costs and expenses (including reasonable attorney and expert fees and court costs) arising out of or in connection with the breach by the recipient party of this Agreement and/or the enforcement of this indemnity.

14. Survival.
    a. The invalidity or unenforceability of any particular provision of this Agreement in whole or in part shall not affect any other provision hereof, and this Agreement and each and every provision hereof shall be construed in all respects as though such invalid or unenforceable provision were omitted.

    b. Failure by any party to enforce at any time any term or condition under this Agreement shall not be construed as a waiver on that or any future occasion of that party's right to enforce each and every term and condition of this Agreement.

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c. This Agreement may not be modified or amended except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

RESPONDENT

By:

_____
Signature

_____
Printed Name:

_____
Title:

_____
Name of Company:

Date: _____, 20___

NEW MEXICO COUNTIES

By:

_____
Signature

_____
Printed Name:

_____
Title:

Date: _____, 20___

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DISCLOSURES

A. Acknowledgement of Receipt Form

This Acknowledgement of Receipt Form should be signed and submitted by the date specified in the RFP Schedule or as soon as possible thereafter (note that submitting after the date specified in the RFP Schedule may result in missed distributions and Proposer should verify with NMCIA to see if any documents have been issued before submittal of this form.) Only potential Proposer who elects to return this form will receive copies of all submitted questions and 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 attachment number two: Pricing Table.

ORGANIZATION:_____

CONTACT:_____

TITLE: _____

PHONE NO.:_____

EMAIL:_____

ADDRESS:_____

CITY:_____ STATE: _____

ZIP CODE: _____

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

Submit Acknowledgement of Receipt Form to:

Subject Line: Actuarial Services RFP Acknowledgement of Receipt Form

To: Roberta Gonzales, CPO & Eddy County Finance Director

E-mail: roberta@eddycountynm.gov

B. Letter of Transmittal Form

Items #1 TO #2 each must be completed in full. Failure to respond to all items MAY RESULT IN THE DISQUALIFICATION OF THE PROPOSAL. DO NOT LEAVE ANY ITEM BLANK. (N/A, None, Does not apply, etc. are acceptable responses.)

1. Identify the following information for the submitting organization:

Proposer/Company	
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 Proposer:

	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.

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 set forth in this RFP.
- I concur that submission of this proposal constitutes acceptance of all terms and conditions contained in this RFP (unless specifically noted or taken exception to otherwise in my proposal).

_____

___ _____, 20_____

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

C. Statement of Compliance

The Proposer must sign one, and only one, of the declarations stated below.

Either: No Exceptions Taken.

The undersigned declares that the proposal submitted by _____ (Name of business) will provide items and/or services as specified in strict compliance with the instructions, conditions and terms listed in this RFP, **with no exceptions taken**.

_____

Signature Date

_____

Printed Name and Title

Or: Exceptions Taken.

By signing below, the Proposer acknowledges that the proposal submitted by (Name of Business) _____ has been prepared in consideration of and with exception to one or more of the requirements or terms specified in this RFP or proposed contract. By signing below, the Proposer declares their **proposal includes a page(s) clearly labeled "Exceptions to Specifications" which identifies each item to which the proposal is taking exception** or is proposing change to, including any suggested rewording of the contractual obligations, and identifies the reasons for submitting the proposed exception or change. NMCIA reserves the right to reject any declarations of exception that are not accompanied by the required documentation or to accept or reject any proposal based on any exception taken. **Proposer must attach separate sheet(s) detailing exceptions if this option is selected**

_____

Signature Date

_____

Printed Name and Title

Conflict of Interest Declaration

Proposer represents and warrants the following:

1. No Current or Prior Conflict of Interest. The Proposer has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations as specified and set forth in this RFP or any contract entered into pursuant to award under this RFP.

2. Notice of Potential Conflict. If any such actual or potential conflict of interest arises, Proposer/contractor shall immediately inform NMCIA in writing of such conflict.

3. Termination for Material Conflict. If, in the reasonable judgment of the County such conflict poses a material conflict to and with the performance of Contractor's obligations, then the County may modify or terminate the contract upon written notice to Contractor.

4. If the Proposer is a former employee of NMCIA, state the date of separation/retirement here:

_____

(write N/A if not applicable).

5. If the Proposer is a current employee of NMCIA, the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee with NMCIA, state name of entity, employee name and position held here:

_____

_____

(write N/A if not applicable).

_____

Signature Date

_____

Printed Name and Title

Affidavit of Non-Collusion

I state that I am the _____ (title) of _____ (name of business) and that I am authorized to make this affidavit on behalf of my business, and its owners, directors, and officers. I am the person responsible in my business for the price(s) and the amount of this Proposal.

I further state that:

1) The price(s) and amount of this Offer have been arrived independently and without consultation communication or agreement with any other Proposer or potential Proposer.
2) That neither the price(s) nor the amount of this proposal, have been disclosed to any other business or person who is a Proposer or potential Proposer, nor they will not be disclosed before proposal opening.
3) No attempt has been made or will be made to induce any business or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4) This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any business or person to submit a complementary or other noncompetitive proposal.
5) This business, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described herein.
6) I state that this business understands and acknowledges that the above representations are material and important and will be relied on by NMCIA in awarding. I understand and my business understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from NMCIA of the true facts relating to the submission of Proposers for this contract.

_____

Authorized Signature Date

_____

Printed Name

New Mexico Resident Business Preference

_____
(Name of Business) hereby certifies the following regarding NM resident business preference:

Please check one box only:

- ☐ This business **does not have** NM Resident Business Preference Certification

- ☐ This business **has** the following qualifying New Mexico Business Preference:

    - Resident Business
    - Native American Resident Business
    - Resident Veteran Business
    - Native American Resident Veteran Business
    - Other NM Business Preference (specify below)

      _____

(Must include a copy of your preference certificate with proposal to have preference considered)

If claiming a Resident or Native American **Veterans** Preference Certification, state annual gross revenue for preceding calendar year:

$_____
(note that for gross revenue exceeding $6,000,000 preference may not be considered pursuant to 13-1-21, NMSA 1978)

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

_____
(Signature of Business Representative) * (Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to inspection and/or protest. A

denial of consideration of preference or award, or recension of award, may be made if the statement is proven incorrect.

_____

(Signature of Business Representative) * (Date)

Campaign Contribution Disclosure Form

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

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

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

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.
THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.
"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:

_____

_____

Relation to Prospective Contractor:

_____

Date Contribution(s) Made:

_____

_____

Amount(s) of Contribution(s):

_____

_____

Nature of Contribution(s):

_____

_____

Purpose of Contribution(s):

_____

_____

(Attach extra pages if necessary)

_____

Signature Date

_____

Title (position)

--OR—

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

_____

Signature Date

_____

Title (Position)

Governing Law

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

Disclosure Regarding Responsibility

Any prospective Responsible Offeror and/or any of its principals who seek to enter into a contract greater than twenty thousand dollars ($20,000.00) with a State agency or Local Public Body for professional services, tangible personal property, services or construction agrees to disclose whether they, or any principal of their company:

a.) Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State agency or local public body.

b.) Have, within a three-year period preceding this offer, been convicted of or had civil judgement rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of federal criminal tax law, or receiving stolen property;

c.) Are presently indicted for, or otherwise criminally or civilly charged by any (federal, state, or local) government entity with, commission of any of the offenses enumerated in paragraph 2 of this disclosure.

d.) Have, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds $3,000.00, of which the liability remains unsatisfied.

i. Taxes are considered delinquent if both of the following criteria apply:

(a) The tax liability is finally determined. The liability is finally determined if it has been assessed. Liability is not finally determined if there is a pending administrative of judicial challenge.

(b) In the case of a judicial challenge of liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

e.) 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. 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 entity. The Offeror shall provide immediate written notice to the Procurement Administrator or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure will be considered int the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror non-responsive.

f.) Nothing contained in the foregoing shall be constructed to require established a system of records to render in good faith the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The disclosure provided is a material presentation of facts upon which reliance was placed when making an award and is a continuing material representation of the facts. If, during the performance of the contract, the contractor is indicated for or otherwise criminally or civilly

charged by any government entity (federal, state, or local) with commission for any offenses named in this document, the contractor must provide immediate written notice to the Procurement Administrator or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the government, the SPA, BOCC 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.

D. Right to Waive Minor Irregularities

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

Protest Deadline

Any protest by a bidder must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978. 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 grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested. The protest must be delivered to:

Roberta Gonzales, CPO & Eddy County Finance Director
Email: roberta@eddycountynm.gov