

Administrative Office of the Courts

Supreme Court of New Mexico



STATE OF NEW MEXICO

**Request for Proposals to Providing Fiscal and Administrative Support
to the New Mexico Medical Review Commission**

RFP NUMBER: MRB-001

Date of Issuance: July 8, 2022

Proposal Deadline

August 8, 2022

3:00 p.m. MDT

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

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BACKGROUND INFORMATION

The New Mexico Medical Review Commission (Commission) is seeking proposals to assist the Commission Director in performing budgetary, fiscal, case management and logistical administration of the Commission. The primary function of the New Mexico Medical Review Commission is to convene panels to review all malpractice claims against qualified independent providers as defined in the Medical Malpractice Act. In almost all qualified claims, this review must occur before an action can be filed in any court.

The administrative and budgetary duties in support of the Commission will include preparing an annual budget, administering and reviewing the budget throughout the year, conducting procurements related to the function of the Commission in compliance with the Procurement Code, promptly submit vouchers and invoices for reimbursement, audit expenditures, and prepare annual financial reports. Administrative support will also include coordinating and supporting the Panels reviewing claims of medical malpractice.

The Commission currently has a budget of \$500,000 and this budget is statutorily authorized to pay the expenses of executing the duties and functions of the Commission, including paying of the Commission Director and his or her delegates. Under NMSA 1978, Section 41-5-28, the Superintendent of Insurance is the custodian of the fund that reimburses Commission costs including the charges for the successful bidder; and the Commission must report expenses to the New Mexico Supreme Court. The director of the New Mexico Medical Review Commission is appointed by the Chief Justice of the New Mexico Supreme Court. The Chief Justice also sets the Director's salary and reports the salary to the superintendent in the superintendent's capacity as custodian of the fund.

SEQUENCE OF EVENTS

Action	Responsibility	Date
1. Issue RFP	Commission	July 8, 2022
2. Acknowledgement of Receipt	Offerors	July 14, 2022
3. Deadline to Submit Written Questions	Offerors	July 18, 2022
4. Response to Written Questions and RFP Amendments	Commission	July 22, 2022
5. Submission of Proposal Response Deadline	Offeror	August 8, 2022
6. Evaluation of Proposals and Selection of Finalists	Evaluation Committee	August 9-12, 2022
7. Notification of Finalists	Commission	August 15, 2022

8. Interviews with Finalists	Commission/Offeror	August 16-18, 2022
9. Finalize/Award Contract	Commission/Offeror	August 19, 2022
10. Protest Deadline	Offeror	September 6, 2022

PURPOSE OF REQUEST FOR PROPOSALS

Solicitation of Proposals

This Request for Proposals (RFP) has been developed for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an offeror fails to meet any mandatory items set forth in this RFP, their proposal will be declared non-responsive.

All costs incurred by the offeror in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

Before the award is made, the AOC may conduct discussions with offerors who submit proposals that are determined to be reasonably susceptible of being selected for awards, but the award may be made without discussions.

When it is in the best interest of the State of New Mexico, this RFP may be canceled, or any and all proposals may be rejected in whole or in part.

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

Applicants may revise or withdraw their proposal before the proposal submission deadline date and time by delivering written notice to the AOC Procurement Manager. The revision or withdrawal must be signed by the person submitting the proposal.

If it becomes necessary to revise any part of the RFP or if additional information is needed to clarify any provision of the RFP, the revision and/or additional information shall be provided to all persons who receive the RFP packet. All persons intending to make a proposal shall provide written acknowledgment of receipt of any revisions or supplements. The Commission shall not issue a revision or supplement to the RFP less than seven working days before the deadline set for the receipt of proposals, unless the Commission extends the deadline.

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978 Section 13-1-1 through 13-1-199.

Acknowledgement of Receipt July 14, 2022, 5:00 p.m. MDT

Potential offerors should email the “Acknowledgement of Receipt Form” (APPENDIX A) to be placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager on **July 14, 2022, 5:00 p.m. MDT**.

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

SCOPE OF WORK

The scope of this procurement includes professional services and administrative tasks related to providing budgetary and administrative support to the Medical Review Commission. As described in more detail below, the administrative and budgetary duties in support of the Commission will include: managing the Commission hearing process, compiling data for reports, preparing an annual budget, administering and reviewing the budget throughout the year, conducting procurements related to the function of the Commission in compliance with the Procurement Code, promptly submit vouchers and invoices for reimbursement, audit expenditures, and prepare annual financial reports.

Proposal Narrative

As part of the proposal, offerors must submit a narrative section that describes experience with the annual budget process, state procurement, fiscal administration, and logistical support.

Mandatory Service Components

The offeror must be able to work with the New Mexico Supreme Court, the Commission Director, and the Superintendent of Insurance to fulfill the mission of the Commission as described in the Medical Malpractice Act, Section 41-5-1 et seq. As described below, proposals should describe the ability of the offeror to competently provide fiscal and administrative services to the Commission in compliance with generally accepted accounting principles, the New Mexico Procurement Code, NMSA 1978 Sections 13-1-28-199, and maintain comprehensive and accessible records of Commission expenditures, budget projections, and operations.

1. Administrative Functions

- a. Processing of Applications – including:
 - Obtaining certifications of coverage
 - Obtaining medical records
 - Corresponding with parties dealing with the Commission
 - Giving notices and notifications
 - Observing deadlines
 - Assembling exhibits for hearings
 - Preparing facilities for hearings
 - On-call personnel to assist at hearings
- b. Maintenance of Records – including:
 - Maintaining an orderly filing system for confidential medical records and routine correspondence for each claim
 - Preparing statistical data for the statutory annual report
 - Maintaining financial records sufficient to document each itemized monthly voucher submitted to the Office of the Superintendent of Insurance
 - Creating and maintaining financial records sufficient to document Commission budgets and to track and to work within the Commission's statutory budget
 - Maintaining records sufficient for compliance with the N.M. Procurement Code

2. Office and Facility Requirements

- Provide sufficient employees and supervisory personnel to accomplish the Commission functions. Includes phone availability for evening hearings
- Be equipped to provide copying, scanning, and faxing functions; maintain computer-compatible electronic visual aid devices, X-ray viewer, screen for live hearings; mailing equipment
- Provide HIPAA-compliant storage (electronic and/or physical) for confidential patient documents
- Use HIPAA-compliant electronic meeting format to manage Commission business and to conduct electronic meetings
- Provide physical meeting room capable of:
 - (a) Accommodating up to 20 participants
 - (b) Electronic meeting
 - (c) Computer-compatible projector with screen
 - (d) Laptop
 - (e) Speaker phone
- Two small counsel conference rooms

3. Procurement

- Perform purchase requisitioning and prepare, review, and verify purchases
- Review, audit, and approve purchase documents
- Review and control expenditures to ensure compliance of approved commission budgets and fund availability
- Arrange procurement requests, bids, and quotes
- Determine commission's procurement needs, and initiate and process purchase requisitions in compliance with the New Mexico Procurement Code

4. Fiscal and Budgetary Administration

- Monitor budget by reviewing fund balance and reporting overages and shortages to Commission director
- Assist in budget preparation by compiling necessary information pertaining to expected financial operations
- Maintain Commission financial records by reviewing, purchase requisitions, vouchers, receipts and other financial records
- Prepare yearly financial reports and projections and make budget recommendations to the Commission director
- Compare data contained in financial records in order to detect errors/discrepancies, reconciles accounts/records, and extract and compile information for reporting as requested
- Develop a system to track and monitor the Commission's budget
- Develop and implement fiscal policies, procedures, and internal accounting controls
- Review accounting reports, contracts, and agreements for compliance with state and federal regulations, DFA rules, and related policies

Compensation

Offerors shall comply with all contracting and billing procedures of the State of New Mexico, including the accurate submission of monthly activity logs, which summarizes performance with each invoice. Offerors shall agree to submit monthly invoices to the Superintendent of Insurance between the first and fifteenth day of each contract month, for services performed the month prior. Invoices and activity log(s) shall be submitted via email to the Commission. **Invoices and activity logs submitted after than**

the 15th of every subsequent service month may result in a decrease or total loss of reimbursement, at the discretion of the Commission. Payments shall be made by the Commission to the successful Offeror(s) within thirty days upon receipt of an accurate and complete invoice for service satisfactorily performed.

Experience, Mandatory Service Components, and References

Offerors must submit a detailed narrative statement of relevant experience, including professional qualifications and other experiences related to legal representation in child welfare matters as described in the Scope of Work and Mandatory Service Components above (*see* page 6). Resumes must also be included.

Submission Response Deadline July 8, 2022 at 3:00pm MDT

Proposals must be received by the Commission by the above date and time to be accepted for review. Proposals are to be submitted electronically. Requests for extensions of this deadline shall not be granted. Proposals received after the above date and time will not be accepted and will be returned to the applicant.

The Commission will assign a staff person and a program manager, to work with the Offeror(s) to manage the contract, its requirements, and deliverables. Such management and oversight by the Commission, however, does not relieve the Offeror(s) of the primary responsibility for complying with deliverables and meeting deadlines in the contract, or other requirements as requested by the Commission and the Commission.

Basic Requirements and Conditions

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Criteria.

2. Incurring Costs

Any cost incurred by the offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Commission. The Commission will make contract payments to only the prime contractor.

4. Subcontractors

Any contract that may result from this RFP shall specify that the prime contractor shall not subcontract any portion of the services to be performed under this Agreement without the written approval of the Commission.

5. Questions about the RFP

Responses will be provided only to questions submitted in writing and only to clarify information already included in this RFP. Written questions must be received by July 18, 2022, and should be sent via email to the AOC. All questions and responses must be made public to all offerors through www.nmcourts.gov.

6. Response to Written Questions and RFP Amendments

Written responses to written questions and any RFP amendments, if needed, shall be posted through www.nmcourts.gov by July 22, 2022.

Additional written requests for clarification of distributed answers and amendments must be received by the Procurement Manager no later than three (3) days after any response and/or amendments are issued.

6. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The personnel of the AOC will not merge, collate, or assemble proposal materials.

7. Amendments to the RFP

If amendments to the RFP are issued, it will be posted on the NM Courts Website (www.nmcourts.gov/court-administration/request-for-proposals/). If amendment content to RFP is needed that affect price or technical content, an amendment will be issued no later than one (1) week before the due date for proposal submissions.

8. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the AOC. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulation.

9. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential. The AOC will not disclose or make public any pages of a proposal which the offeror has stamped or imprinted "proprietary" or "confidential," subject to the following requirements.

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

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the AOC shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action within 10 days to prevent the disclosure, then the proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

10. No Obligation

This procurement in no manner obligates the AOC or any of its departments or agencies to the service offered until a valid written contract is approved by the Commission.

11. Termination

This RFP may be canceled at any time up to and including the deadline for submitting protests and any and all proposals may be rejected in whole or in part when the AOC determines such action to be in the best interest of the Commission and the State of New Mexico.

12. Sufficient Appropriation

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

13. Agreement

The Commission requires that all offerors agree to be bound by the General Requirements contained in the RFP. Any offeror concerns must be brought promptly to the attention of the Commission.

14. Governing Law

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

15. Basis for Proposal

Only information supplied by the Commission in writing through the Commission or in this RFP should be used as the basis for the preparation of offeror proposals.

16. Contract Terms and Conditions (see Sample Contract Appendix D)

The contract between the Commission and the Contractor or Contractors will follow the format specified by the Commission. Should an offeror object to any of the terms and conditions of the Commission as contained in this Section, then the offeror must propose specific alternative language that would be acceptable to the Commission. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Commission 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. All contracts for professional services are subject to the review and approval by the Commission.

17. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the Commission.

18. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Commission and the selected offerors and will not be deemed an opportunity to amend the offerors proposal.

19. Offeror Qualifications

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

20. Right to Waive

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

21. Change in Contractor Representatives

The Commission reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Commission, representing the Contractor adequately.

22. Notice of Criminal Penalties

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors and Contractors must secure from the Commission written approval prior to the release of any information that pertains to the potential work or activities covered by this RFP or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to this RFP will become the property of the Commission and the State of New Mexico.

25. Electronic Mail Address Required

The majority of the communication regarding this procurement will be conducted by electronic mail (email) and so any offeror must have a valid email address to receive correspondence.

CONTACT INFORMATION

Procurement Manager Contact Information:

Kerry Armour
Administrative Office of the Courts
Email: aockla@nmcourts.gov

General Counsel Contact Information:

Celina Jones, Esq.
Administrative Office of the Courts
Email: aoccaj@nmcourts.gov

PROPOSAL SUBMISSIONS

All proposals shall be communicated to:

Kerry Armour
Administrative Office of the Courts
Email: aockla@nmcourts.gov

PROPOSAL FORMAT AND ORGANIZATION

1. Number of Responses

Offerors may submit more than one proposal. If submitting more than one proposal, then the offeror shall identify each proposal as distinct from any other submission.

2. Proposal Submittal

Offerors shall email their proposal on or before the closing date and time for receipt of proposals.

3. Proposal Format

In order to facilitate the analysis of responses to the RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. All proposals must be typewritten and submitted as a PDF with standard 8.5x11 pages.

4. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

- (a) Letter of Transmittal (APPENDIX B)
- (b) Table of Contents
 - 1) Proposal (following Scope of Work, *see* pages 5-7 and Evaluation Criteria, *see* page 13)
 - 2) Proposal Narrative (detailing offers' experience and qualifications)
- (c) Project Proposal (detailing offeror's approach to the work as outlined in the Mandatory Service Components on page 6.)
- (d) Campaign Contribution Form (APPENDIX C)
- (e) Offeror's Additional Terms and Conditions (if any)
- (f) Other Supporting Material

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP with specific attention paid to the Scope of Work, Project Narrative, and Mandatory Service Components. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. Offerors may attach other materials which may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

5. Letter of Transmittal (APPENDIX B)

Each proposal must be accompanied by a Letter of Transmittal. The letter of transmittal MUST:

- a) identify the RFP being responded to;
- b) identify the submitting firm;
- c) identify the name and title of the person authorized to contractually obligate the firm;

- d) identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the firm;
- e) identify the names, titles, and telephone numbers of the persons to be contacted for clarification;
- f) explicitly indicate acceptance of the Conditions Governing the Procurement;
- g) be signed by the person authorized to contractually obligate the firm;
- h) acknowledge receipt of any and all amendments to this RFP; and
- i) include any federal tax identification number and/or New Mexico Gross Receipts Tax number.

6. Resumes

Each proposal must attach the most recent resumes of the offeror(s).

7. Campaign Contribution Disclosure

Potential offerors must submit with their response the “Campaign Contribution Disclosure Form” (APPENDIX C) pursuant to NMSA 1978, Section 13-1-191.1 (2007).

EVALUATION

Process

A representative of the Commission will open the proposals immediately after the deadline and will record them in the proposal log. An evaluation committee will review all proposals based on the published criteria and may, or may not, request an oral presentation by offerors. Proposals must be in electronic format. All proposals will be reviewed for compliance with the mandatory requirements stated in this document. Proposals deemed to be non-responsive will be eliminated from further consideration. The determination as to non-responsiveness is under the discretion of the Commission in coordination with the evaluation committee of is final. The Commission may contact the offeror for clarification. The evaluation committee may use additional sources of information to complete an evaluation.

Proposals deemed to be responsive will be evaluated by the evaluation committee based on the evaluation criteria and the assigned point value. Offerors with the highest points earned will be selected as finalists. If offerors are requested to submit best and final responses, then they will have points recalculated based on the best and final response. The responsible offeror whose proposal is most advantageous to the Commission when taking evaluation criteria into consideration will be recommended for contract award. It is important to note that any serious deficiency in any one factor may be grounds for rejection despite the overall score.

The Commission will send an email with the award letter to the successful offeror and will send regret notifications to unsuccessful offerors.

1. Notification of Finalists

The Procurement Manager will notify the finalist offerors on XXX. Only finalists will be invited to participate in the subsequent steps of the procurement.

2. Finalist Interviews

Finalist will be required to participate in an interview process to be held from XXXX. Finalists will be requested to schedule an interview appointment at the same time that receive notice their selection as a finalist.

3. Finalize and Award Contract(s)

The contract(s) shall be finalized and awarded to the Offeror(s) whose proposal(s) is/are most advantageous on August 19, 2022. In the event that mutually agreeable terms cannot be reached within the timeframe specified, the AOC reserves the right to finalize a contract with the next most advantageous Offeror(s) without undertaking a new procurement process. The most advantageous proposal(s) may or may not have received the most points in the evaluation process. The award is subject to the appropriate State approvals. Award of the contract(s) will not vest any Offeror(s) with contract rights, and any contract(s) will not be binding until contract execution and approval. Award occurs at the time a contract mutually acceptable to the Commission, and the successful Offeror(s) has been finalized.

4. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at 5:00 pm MDT on September 6, 2022. Protest must be written and must include the name and address of the protestor. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be emailed to the Protest Manager at the electronic address as listed under this section. Protests received after the deadline will not be accepted.

All protests shall be communicated to:

Alison Pauk
Administrative Office of the Courts
Email: aocabp@nmcourts.gov

Criteria

EVALUATION POINT TABLE: The following is a summary of evaluation factors with a point value assigned to each factor. These weighted factors will be used in the evaluation of individual Offeror proposals.

Factor	Score	Rationale for Score
1. The proposal describes in detail how the offeror will meet each of the mandatory service components	_____/40	
2. The proposal includes comprehensive information about the expertise of the offeror in the area of fiscal administration the offeror has as it relates to the criteria in the proposal narrative section.	_____/20	
3. The proposal includes comprehensive information about the expertise of the offeror in the area of procurement and purchasing as it relates to the criteria in the proposal narrative section.	_____/10	
4. The proposal describes the experience and ability of the offeror to provide logistical and administrative oversight for the Commission, as it relates to the criteria in the proposal narrative section.	_____/20	
5. The proposal describes a plan for preparing annual budget reports and promptly submitting invoices and vouchers for processing	_____/10	
TOTAL	100	

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM

RFP NUMBER:

RFP TITLE:

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

The acknowledgement of receipt should be signed and emailed to the AOC Procurement Manager no later than 5:00 p.m. MDT on July 14, 2022. Only potential Offerors who elect to return this form, which has been completed with the indicated intention of submitting a proposal, will receive copies of all Offeror written questions and the Commission’s written responses to those questions, as well as any RFP amendments that may be issued.

ORGANIZATION: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

E-MAIL: _____

SIGNATURE: _____ **DATE:** _____

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

Send Acknowledgement to:

Kerry Armour
Administrative Office of the Courts
Email: aockla@nmcourts.gov

APPENDIX B: LETTER OF TRANSMITTAL

RFP NUMBER: _____

APPLICANT: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

PROPOSAL DATE: _____

PROPOSAL DEADLINE: _____

FEDERAL TAX NUMBER: _____

NM GROSS RECEIPTS TAX NUMBER: _____

ACCEPTANCE: _____

ACKNOWLEDGEMENTS: _____

TOTAL COST AND CERTIFICATION \$ _____

The proposer understands that the Commission reserves the right to reject any or all proposals and to waive any irregularities in order to award the bid in the best interest of the State of New Mexico.

I hereby certify that I am authorized to act on behalf of the company making this proposal and that all statements made in this document are true and correct to the best of my knowledge.

Signature

Date

APPENDIX C: CAMPAIGN CONTRIBUTION FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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.

Pursuant to the Procurement Code NMSA 1978, Section 13-1-191.1 (2007), any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body.

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 (\$250.00) over the two-year period.

Furthermore, pursuant to NMSA 1978 Section 13-1-181 the state agency or local public body may cancel a solicitation or proposed award for a proposed contract or a contract that is executed may be terminated pursuant to NMSA 1978 Section 13-1-182 if:

- 1) a prospective contractor, a family member of the prospective contractor, or a 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, or,
- 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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 response to a proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a 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 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 or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____
(Attach extra pages if necessary)

Signature Date Title (position)

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

Signature Date Title (position)

APPENDIX D: SAMPLE CONTRACT

Contract No. _____

STATE OF NEW MEXICO

THIS AGREEMENT is made and entered into this ___ day of _____, 2022, by and between the Medical Review Commission, hereinafter referred to as the Commission, and _____, hereinafter referred to as the Contractor, to assist the Director of the New Mexico Medical Review Commission in performing budgetary, fiscal, case management, and logistical administration of the Commission.

Address of Contractor:

Phone Number of Contractor:

E-mail Address:

DFA Supplier #:

IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK

The scope of this contract includes professional services for the Commission Director, and the Superintendent of Insurance to fulfill the mission of the Commission as described in the Medical Malpractice Act, Section 41-5-1 et seq. As described below, the offeror shall competently provide fiscal and administrative services to the Commission in compliance with generally accepted accounting principles, the New Mexico Procurement Code, NMSA 1978 Sections 13-1-28-199, and maintain comprehensive and accessible records of Commission expenditures, budget projections, and operations. Details of the required professional services include:

Administrative Functions

Processing of Applications

- Obtaining certifications of coverage
- Obtaining medical records
- Corresponding with parties dealing with the Commission
- Giving notices and notifications
- Observing deadlines
- Assembling exhibits for hearings
- Preparing facilities for hearings
- On-call personnel to assist at hearings

Maintenance of Records

- Maintaining an orderly filing system for confidential medical records and routine correspondence for each claim
- Preparing statistical data for the statutory annual report
- Maintaining financial records sufficient to document each itemized monthly voucher submitted to the Office of the Superintendent of Insurance
- Creating and maintaining financial records sufficient to document Commission budgets and to track and to work within the Commission's statutory budget

- Maintaining records sufficient for compliance with the N.M. Procurement Code

Office and Facility Requirements

- Provide sufficient employees and supervisory personnel to accomplish the Commission functions. Includes phone availability for evening hearings
- Be equipped to provide copying, scanning, and faxing functions; maintain computer-compatible electronic visual aid devices, X-ray viewer, screen for live hearings; mailing equipment
- Provide HIPAA-compliant storage (electronic and/or physical) for confidential patient documents
- Use HIPAA-compliant electronic meeting format to manage Commission business and to conduct electronic meetings
- Provide physical meeting room capable of:
 - (a) accommodating up to 20 participants
 - (b) electronic meeting
 - (c) computer-compatible projector with screen
 - (d) laptop
 - (e) speaker phone
- Two small counsel conference rooms

Procurement

- Perform purchase requisitioning and prepare, review, and verify purchases
- Review, audit, and approve purchase documents
- Review and control expenditures to ensure compliance of approved commission budgets and fund availability
- Arrange procurement requests, bids, and quotes
- Determine commission's procurement needs, and initiate and process purchase requisitions in compliance with the New Mexico Procurement Code

Fiscal and Budgetary Administration

- Monitor budget by reviewing fund balance and reporting overages and shortages to Commission director
- Assist in budget preparation by compiling necessary information pertaining to expected financial operations
- Maintain Commission financial records by reviewing, purchase requisitions, vouchers, receipts and other financial records
- Prepare yearly financial reports and projections and make budget recommendations to the Commission director
- Compare data contained in financial records in order to detect errors/discrepancies, reconciles accounts/records, and extract and compile information for reporting as requested
- Develop a system to track and monitor the Commission's budget
- Develop and implement fiscal policies, procedures, and internal accounting controls
- Review accounting reports, contracts, and agreements for compliance with state and federal regulations, DFA rules, and related policies

2. COMPENSATION

A. Compensation for the Contractor's service shall be paid exclusively from funds appropriated to the Commission. Payments pursuant to this Agreement shall provide compensation for all service performed herein. The Contractor shall receive no other compensation from the State for services performed pursuant to this Agreement.

B. The Court shall pay to the Contractor \$_____ for services satisfactorily performed, inclusive of gross receipts taxes. Contractor is responsible for payment of all local, state, and federal taxes as due.

C. Invoices and shall be submitted to the Administrative Office of the Courts, via email, to a designated employee, on or after the 1st but no later than the 15th of every month, for services completed in the prior month. Invoices and logs submitted after than the 15th of every subsequent service month will result in decreased or loss of reimbursement, of the Commission. This deadline will be enforced to ensure fidelity with the federal grant data and evaluation requirements.

D. Each invoice must be dated and have an electronic signature or original signature. Invoices should also include an accurate but brief summary of services performed along with the number of court cases/clients served. Contractor agrees to provide accurate information as required in both the invoice and service log(s). The Commission will provide Contractor with a template of an invoice and service log upon full execution of this contract.

E. Upon acceptance that the services have been received and accepted, payment shall be tendered to the Contractor, within thirty (30) days of the date the invoice is received by the Commission. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. Commission shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. If the AOC finds that the services are not acceptable, 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.

F. If the Commission finds that the services are not acceptable and/or are inaccurately reported, Commission staff shall provide the Contractor with a written explanation for the defect or objection and outline steps the Contractor may take in order to provide immediate remedial action. Pending the outcome of the correction(s) requested, payment to the Contractor may be delayed and/or reduced at the discretion of the Commission management.

G. At the sole discretion of, and with pre-authorization from the Commission, the Contractor may be reimbursed a maximum of \$_____, inclusive of gross receipts tax, for the purchase of needed goods or services.

H. Contractor agrees to abide by the compensation rules and authorizations set out by the Commission in the above agreement's Scope of Work. If seeking reimbursement for approved expenses, Contractor shall submit adequate and legible receipts and reimbursement paperwork on the 15th of every month with the next monthly invoice. Upon acceptance that sufficient reimbursement paperwork and receipts have been accurately submitted, payment shall be tendered to the Contractor within thirty (30) days of the date the paperwork is approved and accepted by Commission. Commission shall not incur late charges, interest, or penalties for failure to make payments within the time specified herein.

3. TERM

This Agreement shall not become effective until approved by the Administrative Office of the Courts. The term of this agreement shall begin _____ and shall terminate _____, unless sooner terminated.

4. TERMINATION

A. This Agreement shall terminate at the end of the contract term. This Agreement may be sooner terminated without cause by either of the parties hereto upon written notice delivered to the other party

at least 30 days prior to the intended date of termination. By such termination, neither party shall nullify obligations already incurred. If the effective date of the termination occurs prior to the end of the month, the Contractor shall be paid a pro-rated portion of the month specified in paragraph 2(B).

B. Default by either party is cause for termination, provided that written notice is given the other party at least 14 days before such termination shall occur. Default is construed to include any of the following events:

1. if the Contractor fails to provide the services set forth herein; or
2. if either party fails to comply with the terms of the Agreement.

5. STATUS OF CONTRACTOR

A. The Contractor and the Contractor's agents and employees are independent contractors performing professional services and are not employees of the State of New Mexico and shall not accrue leave, retirement, insurance, bonding, use of state vehicle, or receive benefits afforded to the 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 to any obligations not assumed herein by the State of New Mexico, unless the Contractor has express authority to do so, and then only within the strict limits of that authority.

B. The Contractor shall avoid employment that would be in conflict with the Contractor's duties under this agreement or give the appearance of impropriety.

6. 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 prior written approval of the Commission.

7. SUBCONTRACTING/DELEGATION

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the written approval of the Commission.

8. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorizations for expenditures being made by the Health and Human Services Department through the Administration for Children and Families and the Children's Bureau pursuant to the Strengthening Child Welfare Systems to Achieve Expected Child and Family Outcomes Grant and for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall, notwithstanding the provisions of any other paragraph, terminate on the Contractor's receipt of written notice of termination from the Commission. The Commission's decision of whether sufficient appropriations and authorizations for expenditures have been made shall be accepted by the Contractor and shall be final. If the Commission 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. The Contractor's obligations upon termination are defined in Paragraph 4 of this Agreement.

9. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the Commission, its officers and employees, and the State of New Mexico from all liability, claims, and obligations 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 Commission. This provision shall extend indefinitely beyond the terms of this Agreement.

11. PRODUCT OF SERVICES: COPYRIGHT

All material developed specifically by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Commission not later than the termination date of this Agreement. No such material developed, in whole or in part, by the Contractor under this Agreement shall be subject of an application for copyright by or on behalf of the Contractor.

12. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

The Contractor warrants that the Contractor presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. PENALITIES FOR VIOLATION OF LAW

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Supreme Court and Governor of the State of New Mexico. Violation(s) of the law which may result in a felony conviction may be grounds for immediate termination of this Agreement at the discretion of the Commission.

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 are merged into this written Agreement. No prior agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

15. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties to the Agreement and all other required signatories. If the Commission proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, 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.

16. 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 Section 38-3-1 (G) NMSA 1978. 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.

17. WORKER'S 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 Commission.

18. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the Commission and the State of New Mexico from all actions, proceedings, 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, if acting within the scope of their profession and pursuant to this agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor under this Agreement, is brought against the Contractor, the Contractor shall, no later than two (2) days after it receives notice thereof, notify the legal counsel of the Commission and the Risk Management Division of the New Mexico General Services Department by certified mail. As an independent contractor, Contractor is not covered by or entitled to representation by the Risk Management Division of the New Mexico General Services Department.

19. 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.

20. 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.

21. 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, or by email as follows:

To the Commission:

Email:

Phone

To the Contractor: Name
Address
Email
Phone

22. 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.

23. EFFECTIVE DATE

This Agreement is not effective until signed by all parties and is effective on the date specified in Paragraph 3 of this Agreement. Signed by the parties on the dates indicated:

Medical Review Commission

BY: _____ Date: _____
Director

Contractor

BY: _____ Date: _____

The following are neither parties nor privies to this agreement:

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is registered for payment of the New Mexico gross receipts tax. Taxation and Revenue is only verifying registration and will not confirm or deny any taxability statements contained in this contract.

Yes _____ **CRS # XX-XXXXXX-XX-X**

No _____

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is exempt from payment of the New Mexico gross receipts tax.

Yes _____ **CRS # XX-XXXXXX-XX-X**

No _____

BY: _____ Date _____
Taxation and Revenue Department