STATE OF NEW MEXICO
Department of Health
Public Health Division
Infectious Disease Bureau
Hepatitis and Harm Reduction Program

Issue Date: March 9, 2015
Deadline for Submission: April 9, 2015

REQUEST FOR PROPOSALS
RFP# FY16-IDB-HHRP-1

Contact: Dominick V. Zurlo, Program Manager
Hepatitis and Harm Reduction Program
1190 St. Francis Drive, Suite S-1300
Santa Fe, NM 87502
(505) 827-2507
Email: Dominick.Zurlo@state.nm.us
# TABLE OF CONTENTS

## I. INTRODUCTION
- A. PURPOSE OF THIS REQUEST FOR PROPOSALS .................................................. 4
- B. VISION ............................................................................................................. 4
- C. SUMMARY SCOPE OF WORK ........................................................................ 4
- D. SCOPE OF PROCUREMENT ........................................................................... 5
- E. PROCUREMENT MANAGER ............................................................................ 5
- F. DEFINITION OF TERMINOLOGY ..................................................................... 6
- G. BACKGROUND INFORMATION ........................................................................ 7

## II. CONDITIONS GOVERNING THE PROCUREMENT
- A. SEQUENCE OF EVENTS .................................................................................. 9
- B. EXPLANATION OF EVENTS ............................................................................ 9
  1. Issue of RFP .................................................................................................... 10
  2. Pre-Proposal Conference ............................................................................... 10
  3. Distribution List Response Due ..................................................................... 10
  4. Deadline To Submit Additional Written Questions ........................................ 10
  5. Response to Written Questions/RFP Amendments ......................................... 10
  6. Submission of Proposals ............................................................................... 11
  7. Proposal Evaluation ...................................................................................... 11
  8. Selection of Finalists .................................................................................... 11
  9. Best and Final Offers From Finalists .............................................................. 11
  10. Oral Presentation/Contract Negotiations by Finalists .................................... 11
  11. Finalize Contract ........................................................................................ 12
  12. Contract Award ........................................................................................... 12
  13. Protest Deadline .......................................................................................... 12
- C. GENERAL REQUIREMENTS .......................................................................... 13
  1. Acceptance of Conditions Governing the Procurement ................................. 13
  2. Incurring Cost ............................................................................................... 13
  3. Prime Contractor Responsibility .................................................................... 13
  4. Subcontractors .............................................................................................. 13
  5. Amended Proposals ...................................................................................... 13
  6. Offeror’s Rights To Withdraw Proposal ......................................................... 13
  7. Proposal Offer Firm ...................................................................................... 13
  9. No Obligation .................................................................................................. 14
 10. Termination ................................................................................................... 14
 11. Sufficient Appropriation ............................................................................... 14
 12. Legal Review .................................................................................................. 14
 13. Governing Law ................................................................................................ 14
 14. Basis for Proposal .......................................................................................... 14
 15. Contract Terms and Conditions .................................................................. 14
 16. Offeror’s Terms and Conditions .................................................................. 15
 17. Contract Deviations ...................................................................................... 15
 18. Offeror Qualifications ................................................................................... 15
 19. Right To Waive Minor Irregularities .............................................................. 15
 20. Change in Contractor Representatives ........................................................ 15
21. Notice ........................................................................................................................................... 15
22. Agency Rights .............................................................................................................................. 15
23. Right To Publish ........................................................................................................................... 15
24. Ownership of Proposals .............................................................................................................. 15
25. Confidentiality ............................................................................................................................. 16
26. Electronic Mail Address Required ............................................................................................. 16
27. Use of Electronic Versions of this RFP ......................................................................................... 16
28. New Mexico Employees Health Coverage .................................................................................... 16
29. Pay Equity Initiative ..................................................................................................................... 16
30. Disclosure Regarding Responsibility .......................................................................................... 17

III. RESPONSE FORMAT AND ORGANIZATION
   A. NUMBER OF RESPONSES ............................................................................................................. 19
   B. NUMBER OF COPIES ..................................................................................................................... 19
   C. PROPOSAL FORMAT ..................................................................................................................... 19

IV. SPECIFICATIONS
   A. INFORMATION ............................................................................................................................... 21
   B. MANDATORY BUSINESS SPECIFICATIONS ............................................................................ 22

V. EVALUATION
   A. EVALUATION POINT SUMMARY ............................................................................................. 28
   B. EVALUATION FACTORS ............................................................................................................... 28
   C. EVALUATION process .................................................................................................................... 29

APPENDICES:
   A. ACKNOWLEDGMENT OF RECEIPT FORM ............................................................................. 31
   B. SAMPLE AGREEMENT TERMS AND CONDITIONS ................................................................. 32
   C. PROPOSAL COVER PAGE ............................................................................................................ 50
   D. LETTER OF TRANSMITTAL ......................................................................................................... 52
   E. ASSURANCES (HIPAA Business Associate Agreement) ......................................................... 53
   F. NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM .................................................. 61
   G. PROPOSED PROGRAM SERVICE FORM ................................................................................... 62
   H. LINE ITEM BUDGET FORM ......................................................................................................... 63
   I. RESIDENT VETERANS PREFERENCE CERTIFICATION ......................................................... 64
   J. CHECKLIST ................................................................................................................................... 65
I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS
The DEPARTMENT’S Hepatitis and Harm Reduction Program (HHRP) is issuing this Request for Proposals (RFP) to contract with capable individuals and organizations for statewide delivery of hepatitis and harm reduction interventions and services.

B. VISION
The New Mexico Department of Health (DEPARTMENT) strives towards its vision of a healthier New Mexico.

The mission of the DEPARTMENT is to promote health and wellness, improve health outcomes, and assure safety net services for all people in New Mexico.

HHRP is a unit of the Infectious Disease Bureau, which is within the DEPARTMENT’s Public Health Division. HHRP contributes to the performance measures and strategic goals of both the DEPARTMENT and division.

C. SUMMARY SCOPE OF WORK
The RFP seeks to secure services in seven distinct Service Categories. All applicants that respond to this RFP may request funding under a minimum of one (1) Service Category or from as many as all seven (7) of these Service Categories. An Offeror may be awarded funding in some areas without being awarded in all areas requested.

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

2. **Overdose Prevention:** Overdose Prevention services including training in the use of naloxone and provision of either naloxone prescriptions or doses of this medication to persons who have received training.

3. **Holistic Substance Use Treatment Methods:** “Acu-detox” services to individuals injecting substances and/or other culturally appropriate holistic substance use treatment methods as prescribed or recommended by a licensed medical professional.

4. **Navigation:** Navigation services for syringe exchange participants that include appropriate referrals, facilitation of access and advocacy to receive health care and medical services, social services, behavioral health counseling and other services including substance use treatment, and housing.

5. **Law Enforcement Training:** Education and training regarding the public health and social benefits of harm reduction, syringe services, and overdose prevention for individuals and
organizations working in the fields of law enforcement, probation and parole, judicial and court services, and related governmental and community organizations.

6. **Hepatitis Clinical and Preventive Services:** Viral hepatitis clinical and preventive services, focused on individuals injecting substances, which may include one or more of the following: screening and testing for hepatitis B virus (HBV) and hepatitis C virus (HCV), risk reduction counseling for HCV, referrals to confirmatory testing and medical services for those who test positive for HCV anti-bodies, primary and secondary prevention education, and vaccination for hepatitis A virus (HAV) and HBV.

7. **Hepatitis Surveillance:** Enhanced surveillance for individuals who are reported to epidemiology as cases with HBV and/or HCV infection. This includes confirmation of surveillance and demographic information, referrals and navigation to appropriate medical and other services, and risk reduction counseling and other prevention support.

Offerors may propose to provide services statewide or just in one or more of the Public Health Regions. Statewide services must be coordinated directly with the Hepatitis and Harm Reduction Program. Services offered in one or more Public Health Regions must be coordinated with all Hepatitis and Harm Reduction Program partners working in that area, including the NMDOH Disease Prevention Team (DPT) in that region.

Offerors shall maximize the collaborative relationships developed by the Hepatitis and Harm Reduction Program that include community health and social services organizations, probation and parole, law enforcement, behavioral health providers, neighborhood associations and other community groups, and local government organizations at the city and county level. In addition, all HHRP contractors will be expected to attend HHRP trainings and meetings as scheduled and required.

**D. SCOPE OF PROCUREMENT**

The contract shall become effective upon approval of the Department of Finance and Administration (DFA), which shall be no earlier than July 1, 2015. Contracts shall continue for up to a four-year period for state fiscal years 2016, 2017, 2018 and 2019 through June 30, 2019. Continued funding after the first fiscal year shall be at the discretion of the DEPARTMENT and contingent upon sufficient funding and satisfactory Scope of Work performance.

**E. PROCUREMENT MANAGER**

The agency has designated the following Procurement Manager who is responsible for the conduct of this procurement.

Dominick V. Zurlo, Program Manager
Hepatitis and Harm Reduction Program
New Mexico Department of Health, Public Health Division
1190 St. Francis Drive, Suite S-1300
Santa Fe, New Mexico 87502
Telephone: (505) 827-2507
FAX: (505) 827-2862
Dominick.Zurlo@state.nm.us

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the DEPARTMENT.
F. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Agency” or “DEPARTMENT” means Department of Health

“Close of Business” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

“Contract Manager” means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.

“Contractor” means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

“Deliverable” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“Desirable”—The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Determination” means the written documentation of a decision of a procurement manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

“DFA” means the Department of Finance and Administration for the State of New Mexico.

“DFA/CRB” means the Contracts Review Board of the Department of Finance and Administration for the State of New Mexico.

“Employer” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.

“Evaluation Committee” means a body appointed by the Agency management to perform the evaluation of offeror proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the Procurement Manager for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Finalist” is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

“HHRP” means the Hepatitis and Harm Reduction Program.

“Mandatory” The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.
“Milestone” means a significant event in a project, usually the completion of a major deliverable.

“New Mexico Employee” means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Manager” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Requirements” are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

“Responsive Offer or Responsive Proposal” means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

“Responsible Offeror” means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources production, or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services described in the proposal.

“Solicited and Awarded” means an RFP was made available to the general public, through any means AND the contract(s) sought as a result of that solicitation were awarded.

“Solicitations” means this RFP.

“State (the State)” means the State of New Mexico.

G. BACKGROUND INFORMATION

Health Disparities:

It is the goal of the New Mexico Department of Health to reduce health disparities. Please describe how the proposed project will address different racial/ethnic groups in a conscious effort to reduce health disparities in the community(ies) the project will serve. Specifically, describe if and how the project will work with tribal communities on tribal lands or with tribal members off of tribal lands. Please note, proposals for services which do not reduce health disparities or work with Native Americans will be considered, however, the proposal narrative must provide a clear explanation why the activities will not do so.

For more information on health disparities in New Mexico, please visit the web page of the DEPARTMENT’s Office of Policy and Accountability at http://nmhealth.org/about/asd/opa/.

Epidemiology and surveillance data on reported cases of HIV and hepatitis C virus (HCV) in New Mexico can be found on the pages of the DEPARTMENT’s Epidemiology and Response Division (ERD). The link is: http://nmhealth.org/about/erd/iddb/haep/.

Harm Reduction:

The Hepatitis and Harm Reduction Program (HHRP) delivers a variety of services across the state.
in partnership with community organizations and regional staff of the DEPARTMENT. All activities incorporate a Harm Reduction philosophy and model.

Services are designed to focus on and target the populations at greatest risk of infection with blood-borne pathogens, specifically HIV and HCV. This is done through a variety of strategies including syringe services programs, overdose prevention, hepatitis clinical and preventive services, disease surveillance and client navigation and support.
II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue of RFP</td>
<td>Agency</td>
<td>Monday, March 9, 2015</td>
</tr>
<tr>
<td>2. Pre-Proposal Conference</td>
<td>Agency, Potential Offerors</td>
<td>Thursday, March 12, 2015 9:00 – 10:00 AM. Heights Cumberland Presbyterian Church, 8600 Academy Road NE, Room 407, Albuquerque, NM 87111</td>
</tr>
<tr>
<td>3. Acknowledgement of Receipt of Request for Proposals Form Due</td>
<td>Potential Offerors</td>
<td>Tuesday, March 17, 2015 by 5:00 pm via delivery, fax, or email</td>
</tr>
<tr>
<td>4. Deadline To Submit Additional Questions</td>
<td>Potential Offerors</td>
<td>Tuesday, March 17, 2015 by 5:00 pm via delivery, fax, or email</td>
</tr>
<tr>
<td>5. Response to Written Questions/RFP and Any RFP Amendments</td>
<td>Agency</td>
<td>Tuesday, March 24, 2015</td>
</tr>
<tr>
<td>6. Submission of Proposal</td>
<td>Offerors</td>
<td>Thursday, April 9, 2015 by 3:00 pm</td>
</tr>
<tr>
<td>10. Contract Award</td>
<td>Agency</td>
<td>On or about July 1, 2015</td>
</tr>
<tr>
<td>11. Protest Deadline</td>
<td>Offerors</td>
<td>15 days after knowledge of facts or occurrence giving rise to the protest.</td>
</tr>
</tbody>
</table>

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.
1. **Issue of RFP**

   This RFP is being issued by the DEPARTMENT and the State Purchasing Division of the General Services Department.

   Additional copies of the RFP can be obtained from the DEPARTMENT web site at http://nmhealth.org/publication/rfp/.

2. **Pre-Proposal Conference**

   The DEPARTMENT will hold a Pre-Proposal Conference to review the terms and procedures and to clarify material presented in this Request for Proposals on **Thursday, March 12, 2015 from 9:00 to 10:00 am. It will be held at Heights Cumberland Presbyterian Church, 8600 Academy Road NE, Albuquerque, NM 87111 in Room 407 of the Education Building.** Attendance at this meeting is strongly encouraged but is not required.

   Anyone with a disability who is in need of a reader, amplifier, sign language interpreter or other form of auxiliary aid or service to participate in the conference may contact Dominick V. Zurlo, Hepatitis and Harm Reduction Program Manager at (505) 827-2507 at least 2 days prior to the meeting. Public documents including the RFP can be provided in various accessible forms. Contact Dominick V. Zurlo if a summary or other type of accessible form is needed.

3. **Acknowledgement of receipt of request for Proposals Form Due**

   Potential offerors should hand deliver, return by facsimile or return the scanned document via email the “Acknowledgement of Receipt of Request for Proposals Form” that accompanies this document (See Appendix A). This will have their organization placed on the procurement distribution list. This form should be signed by an authorized representative of the organization, dated, and returned by close of business on **Tuesday, March 17, 2015** to the procurement manager.

   The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

   Failure to return this 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.

4. **Deadline to Submit Additional Questions**

   Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on **Tuesday, March 17, 2015.** All written questions must be addressed to the Procurement Manager (see Section I, Paragraph E).

5. **Response to Written Questions/RFP Amendments**

   Written responses to written questions and any RFP amendments will be distributed by **Tuesday, March 24, 2015** to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror’s representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdraw from the procurement process. Therefore, the offeror’s organization name shall be deleted from the procurement distribution list.

NMDOH Hepatitis and Harm Reduction Program – Request for Proposals (RFP) 2015 – Page 10
Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than seven (7) days after the answers and/or amendments were issued.

6. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN DAYLIGHT TIME ON THURSDAY, APRIL 9, 2015.

Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the “Hepatitis and Harm Reduction Request for Proposals”. Proposals submitted by facsimile, email or other means will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. The evaluation process will take place during the period described in Sec. II, A. During this time, the Procurement Manager may, at his option, initiate discussion with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist offerors during the dates described in Sec. II, A. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations/contract negotiations will be determined at this time.

9. Best and Final Offers From Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date described in Sec. II, A. Best and final offers may be clarified and amended at the finalist offeror’s oral presentation/contract negotiations.

10. Oral Presentation/Contract Negotiation by Finalists

Finalist offerors may be required to present their proposals and respond to Evaluation Committee questions as scheduled with the Procurement Officer. The Agency reserves the right to extend the time at its sole discretion. All oral presentations will be held in either Albuquerque or Santa Fe, New Mexico.
11. Finalize Contract

The contract will be finalized with the most advantageous offerors by the date described in Sec. II, A. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

12. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management, and the signed contract, the Procurement Manager will award the contract on the date described in Sec. II, A. This date is subject to change at the discretion of the Procurement Manager.

This contract shall be awarded to the offerors whose proposals are most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. Protest Deadline

Any protest by an offeror must be timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors is defined as fifteen (15) days after knowledge of facts or occurrence giving rise to the protest. Protests must be written and must include the name and address of the protestor and the request for proposals number. 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 delivered to the Procurement Manager.

Dominick V. Zurlo  
Program Manager  
Hepatitis and Harm Reduction Program  
1190 St. Francis Drive, Suite S-1300  
Santa Fe, New Mexico 87505  
Dominick.Zurlo@state.nm.us

Protests received after the deadline will not be accepted.
C. **GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the Procurement Manager’s procurement code regulations, 1.4.1 NMAC

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 Factors contained in Section V of this RFP.

2. **Incurring Cost**

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

   Any cost incurred by the offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the offeror.

3. **Prime Contractor Responsibility**

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

4. **Subcontractors**

   Subcontracting of work is acceptable with prior approval from the issuing Agency.

5. **Amended Proposals**

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

6. **Offeror’s Rights to Withdraw Proposal**

   Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror’s duly authorized representative addressed to the Procurement Manager.

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

7. **Proposal Offer Firm**

   Responses to this RFP, including proposal prices, will be considered firm for one hundred twenty (180) days after the due date for receipt of proposals or ninety (150) days after receipt of a best and final offer if one is submitted.

8. **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 proprietary or confidential material. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

   Proprietary or confidential data shall be readily separable form the proposal in order to facilitate
eventual public inspections of the non-confidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the offeror’s organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Central Purchasing Office 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 to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. **No Obligation**

The procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate.

10. **Termination**

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

11. **Sufficient Appropriation**

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

12. **Legal Review**

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

13. **Governing Law**

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

14. **Basis for Proposal**

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

15. **Contract Terms and Conditions**

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B, “Contractor Agreement Terms and Conditions.” However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror’s proposal will be incorporated into and become part of the Contractor Agreement Terms and Conditions.

Should an offeror object to any of the Agency’s terms and conditions, as contained in Appendix B, that offeror must propose specific alternative language. The Agency may or may not accept
the alternative language. General references to the offeror’s terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the offeror’s proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording pursuant to 13-1-118 NMSA and DFA Rule of NMAC 40.2.

16. Offeror’s Terms and Conditions

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

17. Contract Deviations

Any additional terms and conditions which may be the subject of negotiation will be discussed only between the Agency and the selected offeror and shall not be deemed an opportunity to amend the offeror’s proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the 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 §13-1-83 and §13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Notice

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

22. Agency Rights

The Agency reserves the right to accept all or a portion of an offeror’s proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, offerors, and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement 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 the RFP will become the property of the Agency and the
25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency’s written permission.

26. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic email (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions/RFP Amendments).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the Department, the Offeror acknowledges that the version maintained by the Department shall govern. Please refer to: http://www.generalservices.state.nm.us/statepurchasing/ITBs__RFPs_and_Bid_Tabulation.aspx.

28. New Mexico Employees Health Coverage

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

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

c. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information http://www.insurenewmexico.state.nm.us/.

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

29. Pay Equity Reporting Requirements

a. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
b. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

c. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

30. Disclosure Regarding Responsibility

a. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

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

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

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

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

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

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

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

   3. 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.

   d. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
e. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

f. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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

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

A. NUMBER OF RESPONSES
Any agency wishing to respond as an Offeror to this RFP may submit only a single proposal.

B. NUMBER OF COPIES

- One (1) ORIGINAL and ten (10) HARD COPIES of the Offeror’s Proposal shall be submitted before the stated deadline. The ORIGINAL shall be marked as such on its cover. The ORIGINAL and each copy shall each be bound separately. This may be done in a 3-ring binder or simply by using a binder clip to securely attach each copy. No fancy covers or permanent binding is required or recommended.

- All confidential information in the proposal to be kept proprietary shall be clearly identified and easily segregated from the rest of the proposal.

C. PROPOSAL FORMAT
All proposals must be typewritten on standard 8½ x 11 inch paper. Dividers such as tabs, colored paper or section headers should be used to delineate each section clearly.

1. 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 on the proposal checklist (Appendix J).

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. 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 this basis.

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror’s proposal.

2. Letter of Transmittal - Each proposal must be accompanied by a letter of transmittal. The sample format is found in Appendix D. The letter of transmittal MUST:
   a. Identify the submitting entity (Offeror);
   b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the Offeror;
   c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the Offeror;
   d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification or questions regarding proposal content;
   e. Describe the relationship with any other entity which will be used in the performance of
this awarded contract.

f. Identify the following with a check mark and signature where required:

   i. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;

   ii. Acceptance of Section V of this RFP; and

   iii. Acknowledge receipt of any and all amendments to this RFP.

   g. Be signed by the person identified in part b above
IV. SPECIFICATIONS

A. INFORMATION

1. Agency Resources

   The awarding of a contract is contingent upon sufficient funding as determined by the Director of the Division. The number and total amount of awards will depend on the quality of the proposals and the extent to which proposals match the intent of this RFP.

   The DEPARTMENT receives funds annually from the State of New Mexico General Fund. The amount funded will be based upon the allocation of State General Funds and other dollars to the Hepatitis and Harm Reduction Program for the fiscal years 2016-2019.

   Funding for future periods will be dependent on available dollars from these funding sources.

   While the DEPARTMENT intends to award four-year contracts through this RFP, the total dollar amount and scope of work for each year will be negotiated based on available dollars and past performance.

   Proposals will be reviewed by an independent panel. Recommendations from the panel will be made to the Procurement Manager, who will negotiate contracts based on this direction. Recommendations from the Procurement Manager will be proposed to the Deputy Division Director for the program in question, who has final decision-making responsibility for all awards funded.

2. Work Performance

   1. All contractors selected via this RFP will provide services to populations in New Mexico to contribute to at least one of the following population and/or program performance measures. This contribution will be measured via an annual report due from each contractor during each state fiscal year in which funds are awarded.

      a. Performance Measure #1 – Population Performance – Sharing of syringes

         Decrease the transmission of infectious disease and expand services for persons with infectious disease, primarily individuals injecting substances.

            i. How much did we do:

               Number of individuals completing initial enrollment in syringe services during the contract year.

            ii. How well did we do it:

               Number of program participants completing full re-enrollment interview in compliance with program requirements during the contract year.

            iii. Is anyone better off:

               Number of individuals re-enrolling in syringe services who are reporting not sharing syringes based on the re-enrollment survey/interview during the contract year.

      b. Performance Measure #2 – Population Performance – Overdose mortality

         Reduce rate of opiate overdose mortality in New Mexico:

            i. How much did we do:

               NMDOH Hepatitis and Harm Reduction Program – Request for Proposals (RFP) 2015 – Page 21
Number of individuals referred to overdose prevention education during the contract year.

ii. How well did we do it:
Number of program participants returning and completing record of use reports/form during the contract year.

iii. Is anyone better off:
Number of reported reversal of opiate overdoses with the individual reported as “ok” as per the record of use forms during the contract year.

c. **Performance Measure #3 – Program Performance – Safe syringe disposal**

Conduct syringe services for individuals injecting substances (IIS) and collect syringes for safe disposal. At least 90% of syringes will be returned to the program during each contract year.

i. How much did we do:
Amount of syringes distributed to enrolled individuals and how many syringe service interactions during the contract year.

ii. How well did we do it:
Percentage of syringes returned compared with syringes distributed during the contract year.

iii. Is anyone better off:
Percent of individuals re-enrolling in syringe services who are reporting not sharing syringes based on the re-enrollment survey/interview during the contract year.

d. **Performance Measure #4 – Program Performance – Overdose education**

Conduct Opiate Overdose Education and Naloxone distribution

i. How much did we do:
Number of individuals completing the approved Opiate Overdose Education Curriculum during the contract year.

ii. How well did we do it:
At least 90% of individuals completing the approved Opiate Overdose Education Curriculum received naloxone at the time of the training, or in the case of incarcerated individuals, within 30 days of release; during the contract year.

iii. Is anyone better off:
Percent of individuals reporting the reversal of opiate overdoses with the individual reported as “ok” as per the record of use forms compared to individuals completing the approved Opiate Overdose Education curriculum during the contract year.

**B. MANDATORY SPECIFICATIONS**

Please use the provided checklist (see Appendix J) when preparing and assembling your proposal. All items must be included in the order presented in the Checklist, and labeled...
with the titles indicated in the list. Please also include the Checklist as noted as the Table of Contents. Also include the following items:

1. **Abstract**

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

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

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

   To be eligible to receive funding under this RFP, offerors must meet this eligibility criterion. Please describe with specific details and years of experience how your organization meets this standard.

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

   a. For offerors proposing services in the Service Categories of Syringe Services, Overdose Prevention, and/or Holistic Substance Use Treatment Methods, there must be documentation of having provided syringe services programs or training in New Mexico for at least a minimum of two (2) years.

   b. For offerors proposing services in the Service Category of Law Enforcement Training, there must be documentation of having provided this activity in New Mexico for at least a minimum of three (3) years.

   c. For offers proposing services in the Service Category of Hepatitis Clinical and Preventive Services, there must be documentation of having provided this activity in New Mexico for at least a minimum of two (2) years.

   d. For the other Service Categories, there is no minimum experience required. However, offers should describe their experience, training, certification and skills that demonstrate their ability to deliver such services.

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

   - Year of incorporation and/or year non-profit 501(c)(3) status was granted, if applicable.
   - Size of current organizational operating budget. Note the fiscal year to which this applies.
   - Number of members of the Board of Directors/Trustees, their particular areas of expertise, and their demographical information, including: age, ethnicity, and gender.
   - Number of staff members of the agency, expressed as full-time equivalents (FTE).
   - Number of staff members working in Hepatitis and Harm Reduction and/or other health education and prevention programs, expressed as FTE.
   - Background and qualifications of the Executive Director or CEO.
• Background and qualifications of the Program Manager/Supervisor responsible for Hepatitis and Harm Reduction activities.

• Experience and performance on prior and current Federal and State contracts. Describe whether any contracts were reduced or cancelled due to performance challenges.

• Overview of agency programs and services, with an emphasis on health services, health promotion activities and prevention services. Please note any evidence-based models incorporated into service delivery.

3. **Proposed Services**

For each of the seven (7) Service Categories for which an offeror is requesting funds, include a section on Proposed Services. This narrative for each Service Category may be up to two pages in length. Please include the following information in the response. The description should not describe the Service Category, but rather how the offeror plans to deliver these services with all required elements or components.

a) Services:

1. **Syringe Services** may include; syringe services; prevention education including curricula for Viral Hepatitis, HIV, Sexually Transmitted Infections, Tuberculosis, and other infectious diseases to individuals injecting substances; and other harm reduction activities. Proposed interventions must demonstrate how they will serve current enrollees, and how they will recruit and serve individuals who have not previously received these services. This also includes biohazard storage and disposal plans.

2. **Overdose Prevention** must include how the approved Department Overdose Prevention Education curriculum will be implemented, and the process and capacity to prescribe and/or distribute naloxone to trained individuals.

3. **Holistic Substance Use Treatment Methods** includes auricular detoxification treatment (acu-detox). This must include plans for supervision by a Doctor of Oriental Medicine (DOM).

4. **Navigation** for individuals who have tested positive for HBV and HCV utilizing approved surveying techniques from the Hepatitis and Harm Reduction Program. This includes referral to services and facilitating individuals accessing related services.

5. **Law Enforcement Training** of law enforcement and/or community organizations, probation and parole, and appropriate judicial personnel. Activities proposed may include training and education in syringe services, overdose prevention, and other harm reduction programs and services.

6. **Hepatitis Clinical and Preventive Services** must include evidence of experience in serving individuals injecting substances and individuals with adult viral hepatitis. This may include abscess and wound care.

7. **Hepatitis Surveillance** should describe experience in managing confidential information and interacting with persons who have infectious and/or chronic diseases.
b) Relationship to Current Services:

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

c) Community Collaboration and Integration:

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

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

d) Process and Outcome Monitoring:

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

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

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

4. Proposed Program Service

Offerors must complete one Proposed Program Service form per Service Category for which funding is requested. This form can be found in Appendix G. You may use this format or revise the format, as long as the categories and descriptions are not altered. For each Service Category, the form may be up to two pages in length.

5. Required Attachments

This segment will include consideration of completeness of all attachments except where those attachments are the subject of separate useful evaluation factors, and use of the Checklist as the Table of Contents of the Proposal.
Clarity, conciseness, and specificity of the attachments will be considered in the scoring. The degree to which the proposal is responsive to all sections of the Request for Proposals will be scored. Enough information must be presented for the Division to make a complete evaluation of the proposal.

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

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

a. Proposal Cover Page

The Offeror’s proposal must include a completed copy of the Proposal Cover Page provided in Appendix C.

b. Letter of Transmittal Form

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

c. Assurances (HIPAA) Business Associate Agreement*

The Business Associate Agreement (Appendix E) and 42 C.F.R. Part 2 Qualified Service Organization Agreement between the Department and the Offerer in order to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act); and 42 U.S.C. Sections 290dd-2 and 290ee-3, the Confidentiality of Alcohol and Drug Abuse Patient Records including the regulations at 42 C.F.R. Part 2. *this addition will not apply to the services under 3(a)(7).

d. Board of Directors List

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

e. Proof of registration with NM-TRD or Proof of Non-Profit Status

All Offerors that are non-profit organizations must submit proof of this status from the Internal Revenue Service (IRS). All organizations must submit proof of registration with the New Mexico Taxation and Revenue Department. These forms are not applicable if the offeror is an individual.

f. Employee Health Coverage Form

The Offeror must agree with the terms as indicated in Appendix F. The unaltered form must be completed, signed by the person authorized to obligate the Offeror’s firm and submitted with Offeror’s proposal.

f. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of 13-1-21 NMSA (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (Appendix I) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

NMDOH Hepatitis and Harm Reduction Program – Request for Proposals (RFP) 2015 – Page 26
h. **Pay Equity Reporting**

The Offeror must agree with the requirements of reporting as defined in Section II.C.30. Report is due at the time of contract award. A statement of concurrence with this requirement must be included in Offeror’s submitted proposal. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor. However, such out-of-state Offerors must still submit a statement of concurrence which reads as follows: “**Offeror concurs with the Pay Equity Reporting as defined in Section II.C.30. Offeror would come under the definition of out-of-state Contractor if Offeror should be successful.**”

6. **Cost Proposal**

The Proposed Staffing has a page limit of two pages. The Line Item Budget and Budget Justification sections have a page limit of five pages.

a) **Proposed Staffing**

Describe the proposed staffing to be funded in support of this proposal. Provide a brief job description for each position, the amount of time to be devoted to the project and the rate of pay for each position. Indicate how these new positions fit into the organizational chart. For each incumbent who will be part of or directly manage the hepatitis and harm reduction team, describe any experience in hepatitis and harm reduction and related services. This may include related experience in health education, disease prevention, counseling or social work.

b) **Line Item Budget and Budget Justification**

The proposal must include a detailed line-item budget indicating specific expenditures linked to the described activities and/or services. This budget must be fully justified in terms of described area needs and the proposed project. Offerors with current contracts must explain the reasons for any increases over the current budget, the proposed amounts of those increases, and their programmatic justifications. Sub-contracting with other organizations is not allowed under this RFP without prior approval from the issuing Agency. Offerors may propose up to $5,000 total in purchases of equipment, such as computers. No funds may be used for acquisition or remodeling of buildings, nor may it be used for purchase of vehicles.

Please use the sample budget format in Appendix H in preparing your Line Item Budget. Note: The total proposed in your line item budget should be the same as the total of all proposed Program Models. Total all objectives on all of your Program Model Forms (see Appendix G) to ensure that these figures match.

c) **Audit**

If the total compensation included in the proposal exceeds $50,000, excluding gross receipts tax, the Offeror must submit its most recent financial statement, audit report, and management letter comments. If the Offeror cannot meet this requirement, an explanation and a plan of action may be acceptable. Please include only one (1) copy of these documents attached to the original copy of your proposal.
V. EVALUATION POINT TABLE/SUMMARY

The following is a summary of Section IV specifications identifying points assigned to each item. These weighed factors will be used in the evaluation of offeror proposals.

<table>
<thead>
<tr>
<th>Review Scoring Factor</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Abstract</td>
<td>5 points</td>
</tr>
<tr>
<td>2. Organizational Description, Capability and Eligibility</td>
<td>20 points</td>
</tr>
<tr>
<td>3. Proposed Services</td>
<td>30 points</td>
</tr>
<tr>
<td>4. Proposed Program Service Form</td>
<td>25 points</td>
</tr>
<tr>
<td>6a. Proposed Staffing</td>
<td>5 points</td>
</tr>
<tr>
<td>6b. Line Item Budget</td>
<td>5 points</td>
</tr>
<tr>
<td>6b. Budget Justification</td>
<td>5 points</td>
</tr>
<tr>
<td>Completeness of all sections, including attachments</td>
<td>5 points</td>
</tr>
<tr>
<td>TOTAL POINTS AVAILABLE</td>
<td>100 points</td>
</tr>
</tbody>
</table>

B. EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors:

1. **Abstract**
   
The abstract may be no longer than 300 words. It is worth 5 points. It will be evaluated for completeness and description of the proposal.

2. **Organizational Description, Capability and Eligibility**
   
The Organizational Description, Capability and Eligibility section may be up to three pages in length. It is worth 20 points. It will be evaluated based on the completeness of the descriptions and demonstration of capability and eligibility as described in Section IV.B.2 of this RFP. This section will be scored in part on the persuasiveness of the current Offeror services demonstrating the ability of the Offeror to conduct the proposed services. Performance under prior contracts, including state agency-generated evaluations of prior performance may be considered in verifying the correctness and credibility of the Offeror’s response.

3. **Proposed Services**
   
The Proposed Services section may be up to two pages in length for each Service Category. It is worth 30 points in total, regardless of the number of Service Categories. It will be evaluated based upon complete description of each of the proposed services; and, how the proposed services relate to current services offered; and, how the proposed services improve community collaboration and integration; and, how the proposed services will be evaluated using process and outcome monitoring.
4. **Proposed Program Service Form**

The Proposed Program Service Form section must use the form provided in Appendix G for each Service Category.

For each Service Category, you must submit one form of up to two pages in length. The entire section is worth up to 25 points, regardless of the number of proposed Service Categories. It will be evaluated based upon clarity and completeness.

5. **Required Attachments**

The completeness of the proposal will be scored, and is worth up to 5 points. The evaluation will be based on receipt and completeness of all attachments prescribed on the Checklist (see Appendix J). This scoring segment will include consideration of completeness of all attachments except where those attachments are the subject of separate useful evaluation factors, and use of the Checklist as the Table of Contents of the Proposal.

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

Scoring will be based partially on inclusion of all items listed on the Checklist (Appendix J). The remainder of the scoring of this section will be based on the comprehensiveness of the entire proposal.

6. **Budget Items**

   a) **Proposed Staffing**

This section will be evaluated based upon completeness and demonstration of staff to provide proposed services appropriately.

   b) **Line Item Budget and Budget Justification**

This section will be evaluated on completeness and on the cost effectiveness of the proposed line item budgets and overall budget for the proposed services.

C. **EVALUATION PROCESS**

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II.B.8.

3. The Evaluation Committee may use the performance of the Offeror under prior contracts, including state agency-generated evaluations of prior performance in the verifying of the stated capabilities, capacity, correctness, and credibility of the Offeror’s response in the performance of the proposed services.

4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offeror’s with the highest scores will be selected as finalist offeror’s based upon the proposals submitted. Finalist offeror’s who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will
be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
APPENDIX A

REQUEST FOR PROPOSALS ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than noon on January 20, 2015. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the Agency’s written responses to those questions as well as RFP amendments if any are issued.

FIRM/Organization: __________________________________________________________

REPRESENTED BY: ____________________________________________________________

TITLE: __________________________ PHONE NO.: ______________

E-MAIL: _________________________ FAX NO.: _______________________

ADDRESS: __________________________

CITY: __________________________ STATE: _____ ZIP CODE: ______

SIGNATURE: _________________________ DATE: ______________

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

Firm does/does not (circle one) intend to respond to this Request for Proposals.

Dominick V. Zurlo, Program Manager
Harm Reduction Program
New Mexico Department of Health, Public Health Division
1190 St. Francis Drive, Room S-1300
Santa Fe, New Mexico 87502
Telephone: (505) 827-2507
FAX: (505) 827-2862
Dominick.Zurlo@state.nm.us
APPENDIX B
SAMPLE
STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF HEALTH
PROFESSIONAL SERVICES CONTRACT

This CONTRACT is entered into by and between the State of New Mexico, Department of Health, hereafter referred to as “DEPARTMENT”, and <name of organization here>, hereafter referred to as “CONTRACTOR”, and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (DFA).

IT IS AGREED BETWEEN THE PARTIES:

1. **SCOPE OF WORK**
   A. The CONTRACTOR shall perform the following work:

   1. Comply with all regulations and requirements under state law and from the DEPARTMENT’s Hepatitis and Harm Reduction Program (HHRP) in the provision of syringe services, including:
      a) Comply with regulations published in 7.32.7 of the New Mexico Administrative Code (NMAC).
      b) Comply with requirements to ensure all staff and volunteers who deliver hepatitis and harm reduction services be currently certified through the HHRP’s training.
      c) Provide monthly reports to the HHRP by the 10th day of the following month using forms and formats specified by that program and under NMAC 7.32.7.
      d) Obtain syringes, SHARPS containers and other supplies from the DEPARTMENT and HHRP as available. Contractor may purchase additional supplies using their own resources as they are able.
      e) Provide harm reduction counseling to individuals participating in syringe services with a focus on hepatitis C transmission and risk associated with injection drug use practices. Provide appropriate information on HIV, Sexually Transmitted Infections (STI), drug use treatment, and tuberculosis.
      f) Incorporate integrated infectious disease services into harm reduction activities as feasible. This can include HIV and hepatitis C (HCV) testing, adult viral hepatitis vaccines, and STI services. Collaborate with the DEPARTMENT’s regional Public Health Offices and Disease Prevention Team (DPT) to deliver these services, as feasible.
      g) Conduct all syringe services only in the State of New Mexico.
      h) Provide the HHRP with the schedule of dates, hours and locations of syringe exchange services at the beginning of this contract, and 30 days prior to any changes, with the exception of changes due to emergencies. In the event of an emergency change, notify the HHRP within 72 hours.
      i) Ensure proper disposal of used syringes in approved biohazard containers. Assure proper disposal of the biohazard containers by utilizing approved biohazard waste disposal methods.
      j) Collaborate with other public and private organizations in the region who serve the same target populations of current and former individuals injecting substances (IIS) and other substance users, commercial sex workers, gay/bisexual men and other men who have sex with men (MSM), high-risk heterosexuals, individuals who have been
incarcerated, and individuals experiencing homelessness. This will include the DEPARTMENT’s Public Health Offices and DPT in the region, as well as other organizations funded by the HHRP to deliver harm reduction services.

k) Be available for on-site and outreach monitoring during regularly scheduled hours for syringe services and other hepatitis and harm reduction activities.

2. Comply with all requirements from the DEPARTMENT’s HHRP in the provision of overdose prevention services, including:
   a) Provide overdose prevention education to IIS and their friends, family and associates who may be available to provide assistance in the instance of an overdose.
   b) Provide naloxone distribution in close collaboration with the DEPARTMENT’s Public Health Offices and DPT in their region to ensure coordination and reduce duplication.
   c) Report to the HHRP on a monthly basis by the 10th day of the following month about Naloxone distribution and other overdose prevention activities, using the *Narcan Enrollment and Record of Use* form and other tools specified by the HHRP.

3. Comply with all requirements from the DEPARTMENT’s HHRP in the provision of auricular detoxification (Acu-detox) services, including:
   a) Provide Acu-detox treatment sessions to hepatitis and harm reduction participants seeking such treatment.
   b) Ensure treatment is provided by a State of New Mexico Certified Auricular Detoxification Specialist (CADS), supervised by a licensed State of New Mexico Doctor of Oriental Medicine certified as a CADS supervisor.

4. Agree to comply with and provide data needed for any statewide or agency-level process or outcome monitoring of the program conducted by the HHRP. Provide all requested data and documentation for conducting such evaluation to the HHRP in a timely fashion.

5. Carry out all funded activities throughout the contract term. A proportional number of interventions shall be delivered in each fiscal quarter during each contract year, unless a different schedule is approved by the HHRP.

6. Submit invoices and reports for each month of service by the 10th day of the following month. Invoices not received by the HHRP by this date may not be processed until the following month. Any invoices not submitted on a monthly basis according to this timeline may not be paid.

7. Submit non-confidential portions of the minutes of their Board of Directors or other governing body to the HHRP, upon request.

8. Maintain professional or general liability insurance, as applicable, for all services provided under this contract. Contractor shall provide evidence of such coverage upon request by the HHRP.

9. Identify the DEPARTMENT in any published documents, media presentations, training programs, training materials, brochures, and any other materials and programs which are developed under the Scope of Work or through the budget of this
Contract. The DEPARTMENT’s logo will be used only as provided and only with permission.

10. Be available for visits, both scheduled and unannounced by duly authorized DEPARTMENT and HHRP representatives to examine the Contractor's operations and records.

11. Attend and participate in regional or statewide harm reduction meetings as requested by the HHRP Manager or designated DEPARTMENT staff.

12. Notify the DEPARTMENT’s Harm Reduction Program Manager of any changes in staff within 3 business days of the change. Notify the DEPARTMENT’s Harm Reduction Program Manager regarding agency needs for technical assistance or training, as applicable.

13. Ensure diversity of programs and structure. This shall include assurance that programs meet the federal cultural and linguistic access standards (CLAS), available at: http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15, to better serve the target population. Contractor shall maintain or build Board diversity.

14. Provide Viral Hepatitis Surveillance according to the protocols and guidelines as provided by the HHRP. This includes following HIPPA regulations with regard to the transmission and storage of PHI or other medical records.

15. Provide patient navigation services according to guidelines as provided by the HHRP to IIS and other participants in the services offered in conjunction with hepatitis and harm reduction activities.

16. Ensure proper receipt, storage, and distribution of naloxone from the following location(s):
   a. <facility name>
      <street address of location>
      <city, state, zip code>

17. Performance Measures
    CONTRACTOR shall substantially perform the following Performance Measures.
    a. Population performance measures:
       Decrease the transmission of infectious disease and expand services for persons with infectious disease.
       1. How much did we do:
          Number of individuals completing initial enrollment in syringe exchange services during the contract year.
       2. How well did we do it:
          Number of program participants completing full re-enrollment interview in compliance with program requirements during the contract year.
       3. Is anyone better off:
          Percent of individuals re-enrolling in syringe services who are not sharing syringes.
b. Program performance measures:
   1. Conduct syringe services for individuals injecting substances (IIS) and collect syringes for safe disposal. At least 90% of syringes will be returned to the program during each contract year.
   2. Conduct overdose prevention education and naloxone distribution. At least 90% of all individuals trained in overdose prevention must be dispensed naloxone.

B. The CONTRACTOR shall perform the following work:

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Units of Service</th>
<th>Cost Per Unit</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Syringe Service activities, including Syringe distribution and collection, Risk Reduction Education and Overdose Prevention Education</td>
<td>000</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total for SFY 2016</strong></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**General Provisions**

Performance will be monitored and evaluated by periodic on-site work reviews and scheduled consultations with the Hepatitis and Harm Reduction Program Manager.

Department’s Hepatitis and Harm Reduction Program will pay Contractor based upon cost reimbursement requests after receipt and approval of monthly invoices accompanied by service activity reports. PHD reserves the right to conduct program audits to verify program compliance, quality and completeness and to request periodic progress reports.

The CONTRACTOR may make adjustments or changes not to exceed the total amount payable under the Contract with written prior approval of the Hepatitis and Harm Reduction Program Manager. The maximum amount to be paid to the CONTRACTOR for this budget in Fiscal Year 16 is **$0.00**

The CONTRACTOR will be responsible for paying employer and employee portions of FICA, as well as other applicable federal, state and local taxes.

The Contractor agrees to submit invoices for services provided within thirty (30) days of the month in which services were delivered. In addition, notwithstanding the provisions of Article 3, Section b,
the Contractor agrees to submit the final invoice for services provided in June within the first week of the following July.

Services will be performed in <applicable region or statewide>.

2. LICENSURE

The CONTRACTOR agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the DEPARTMENT. The CONTRACTOR agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the DEPARTMENT if requested in writing.

3. COMPENSATION

A. The Department shall pay to the Contractor in full payment for services satisfactorily completed based on the stated deliverables such compensation not to exceed $0.00, excluding gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $0.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Department when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment in is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the DEPARTMENT no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The CONTRACTOR shall submit to the DEPARTMENT at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

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

4. **TERM**

**THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION.** This CONTRACT shall terminate on **June 30, 2014**, unless terminated pursuant to Article 5 (Termination) or Article 6 ( Appropriations). In accordance with NMSA 1978, Section 13-1-150 no contract term, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13-1-150.

5. **TERMINATION**

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

B. **Notice; Agency Opportunity to Cure.**
   1. Except as otherwise provided in Paragraph (5)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

   3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 6, “Appropriations”, of this Agreement.

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

D. **Termination Management.** If this CONTRACT is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the CONTRACT, immediately upon receipt by either the DEPARTMENT or the CONTRACTOR of written notice of termination, the CONTRACTOR shall: 1) not incur any further obligations for salaries, services or any other expenditures of funds under this CONTRACT without the written approval of the DEPARTMENT; 2) continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the DEPARTMENT during the period of termination management; This requirement is not avoided by an inadvertent expiration of term for the CONTRACT. In this event the DEPARTMENT shall extend the term until all transition of services are completed; 3) comply with all directives issued by the DEPARTMENT in the notice of termination as to the performance of work under this CONTRACT; 4) take such action as the DEPARTMENT shall direct for the protection, preservation, retention or transfer of all property titled to the DEPARTMENT and client records generated under this CONTRACT on the date of termination of this CONTRACT, the CONTRACTOR shall furnish to the DEPARTMENT: (a) a complete detailed inventory of nonexpendable DEPARTMENT property as defined in Article 21 (Property) of this CONTRACT, and (b) a final closing of the financial records and books of accounts which were required to be kept by the CONTRACTOR under the provision of this CONTRACT regarding financial records.

6. **APPROPRIATIONS**

A. The terms of this CONTRACT are contingent upon sufficient funds appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, and allocations are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of CONTRACT funds available for expenditure by the DEPARTMENT, this CONTRACT may be terminated or amended to a lower amount of funds upon written notice given by the DEPARTMENT to the CONTRACTOR. If the DEPARTMENT proposes a CONTRACT amendment to unilaterally reduce CONTRACT funding, the CONTRACTOR shall have the option to terminate the CONTRACT upon thirty (30) days written notice to the DEPARTMENT.

B. The decision of the DEPARTMENT as to the amount of CONTRACT funds available for expenditure from the appropriation, authorization and/or allocation shall be final and binding on the CONTRACTOR.

7. **STATUS OF CONTRACTOR**

The CONTRACTOR, its agents and employees, are independent contractors performing professional services for the DEPARTMENT and are not employees of the DEPARTMENT. The CONTRACTOR, and its agents and employees, shall not be deemed employees for any purpose within the meaning or application of any federal or state unemployment or insurance laws or workers
compensation laws or otherwise. CONTRACTOR, its agents and employees shall not be entitled to any of the benefits afforded employees of the DEPARTMENT including but not limited to accruing leave, retirement, insurance, bonding, use of state property or state vehicles, or any consideration not specified in this CONTRACT. The CONTRACTOR acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

8. **GOVERNING BODIES**

   A. The parties agree that the Governing Bodies of the CONTRACTOR shall have the right and responsibility to establish policy for the CONTRACTOR, and shall be elected to ensure that such policy is established by the Governing Bodies in an impartial and independent manner. Nothing herein shall in any way restrict the authority of the Governing Bodies from appropriately delegating day-to-day management responsibilities to its employees, agent or agents. By such delegation, employees and/or agents of the CONTRACTOR must conduct the operation of the CONTRACTOR consistent with the policies and procedures approved by the Governing Bodies.

   B. If the CONTRACTOR is not a corporation but a single proprietorship or a partnership, the above requirements of paragraph A do not apply.

9. **ASSIGNMENT**

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

10. **SUBCONTRACTING**

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

11. **RECORDS AND FINANCIAL AUDIT**

   A. The CONTRACTOR shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the CONTRACT term and retain them for a period of three (3) years from the date of final payment under the CONTRACT. The records shall be subject to inspection by the DEPARTMENT, the Department of Finance and Administration and the State Auditor. The DEPARTMENT shall have the right to audit billings both before and after payment; payment under this CONTRACT shall not foreclose the right of the DEPARTMENT to recover excessive or illegal payments.

   B. The CONTRACTOR receiving state or federal funds from the DEPARTMENT shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the CONTRACTOR is determined to be a sub-recipient and not a vendor under the federal Single Audit Act, the CONTRACTOR shall comply with the audit requirements of the Single Audit Act. This includes the NMDOH Hepatitis and Harm Reduction Program – Request for Proposals (RFP) 2015 – Page 39
CONTRACTOR retaining its financial records for a period of five years after the time the audit was released.

C. If the CONTRACTOR receives more than $100,000 under this CONTRACT or more than $100,000 in any single fiscal year, from the DEPARTMENT, the CONTRACTOR shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

D. The CONTRACTOR shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA’s audit or opinion available to the DEPARTMENT upon request.

E. Applicable annual financial reports shall be submitted to the DEPARTMENT no later than six months following the close of the CONTRACTOR’S fiscal year.

F. To ensure proper delivery and receipt, the CONTRACTOR shall submit their annual audit report or financial reports (if no audit was required to):

   Department of Health
   Financial Accounting Bureau Chief Suite N-3150
   P.O. Box 26110
   Santa Fe, New Mexico  87502-6110

G. The Department may take corrective action as deemed necessary for CONTRACTOR’S failure to comply with 11-A through 11-F above. Corrective action may include, but is not limited to, termination of CONTRACT and preclusion from engaging CONTRACTOR in the future.

12. RELEASE

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

13. PRODUCT OF SERVICES COPYRIGHT

A. All materials or products developed or acquired by the CONTRACTOR under this CONTRACT shall become the property of the State of New Mexico and shall be delivered to the DEPARTMENT no later than the termination date of this CONTRACT. Nothing produced, in whole or in part, by the CONTRACTOR under the CONTRACT shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

B. Client information developed under this CONTRACT may not be used by the CONTRACTOR or be transferred to a third party in any form, including aggregate data, without the express written
permission of the DEPARTMENT, except to fulfill the provisions of the Scope of Work under this CONTRACT.

14. **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT**

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

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

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

2) this CONTRACT complies with Section 10-16-7(A) NMSA 1978 because (i) the CONTRACTOR is not a public officer or employee of the State; (ii) the CONTRACTOR is not a member of the family of a public officer or employee of the State; (iii) the CONTRACTOR is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the CONTRACTOR is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

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

4) this CONTRACT complies with Section 10-16-9(A) NMSA 1978 because (i) the CONTRACTOR is not a legislator; (ii) the CONTRACTOR is not a member of a legislator's family; (iii) the CONTRACTOR is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the CONTRACTOR is a legislator, a member of a legislator’s family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this CONTRACT is not a sole source or small purchase contract, and this CONTRACT was awarded in accordance with the provisions of the Procurement Code;
5) in accordance with Section 10-16-13 NMSA 1978, the CONTRACTOR has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this CONTRACT or any procurement related to this CONTRACT; and

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

C. CONTRACTOR’s representations and warranties in Paragraphs A and B of this Article 14 are material representations of fact upon which the DEPARTMENT relied when this CONTRACT was entered into by the parties. CONTRACTOR shall provide immediate written notice to the DEPARTMENT if, at any time during the term of this CONTRACT, CONTRACTOR learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 14 were erroneous on the effective date of this CONTRACT or have become erroneous by reason of new or changed circumstances. If it is later determined that CONTRACTOR’s representations and warranties in Paragraphs A and B of this Article 14 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the CONTRACT to the contrary, the DEPARTMENT may immediately terminate the CONTRACT.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 14(B).

15. AMENDMENT

This CONTRACT shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories. From time to time and in accordance with changes in State and Department policy, this CONTRACT shall be amended to comport with current policy, rules, regulations and law.

16. MERGER

This CONTRACT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written CONTRACT. No prior CONTRACT or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT. All attachments are incorporated and made a part of this CONTRACT.
17. **SEVERABILITY**

If any portion of this CONTRACT is determined to be void, unconstitutional or otherwise unenforceable by a court of competent jurisdiction, the remainder of this CONTRACT will remain in full force and effect.

18. **INDEMNIFICATION**

A. The CONTRACTOR shall defend, indemnify and hold harmless the DEPARTMENT from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this CONTRACT, caused by the negligent act or failure to act of CONTRACTOR, its officer, employees, servants, or agents, or if caused by the actions of any client of the CONTRACTOR resulting in injury or damage to persons or property during the time when the CONTRACTOR or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this CONTRACT.

B. In the event that any action, suit or proceeding related to the services provided by the CONTRACTOR under this CONTRACT is brought against the CONTRACTOR, the CONTRACTOR shall, as soon as practicable, but no more than two (2) working days after notice of such action, suit or proceeding, notify the Office of General Counsel of the Department and the Risk Management Division of the New Mexico General Services Department by certified mail.

19. **LIABILITY INSURANCE**

The parties to this CONTRACT shall maintain professional or general liability insurance, as applicable, for all services provided under this CONTRACT and shall supply evidence of such coverage upon the Departments’ request.

20. **CLIENT RECORDS AND INFORMATION**

A. The CONTRACTOR shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DEPARTMENT.

B. The CONTRACTOR shall protect the confidentiality of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DEPARTMENT.

C. The CONTRACTOR shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. If the
CONTRACTOR may reasonably be expected to have access to Departments’ Protected Health Information (PHI) as defined by HIPAA, CONTRACTOR shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this CONTRACT. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this CONTRACT in accordance with Article 5 (Termination) of this CONTRACT.

21. PROPERTY

A. Title to all property furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property acquired by the CONTRACTOR, including acquisition through lease-purchase CONTRACT, for the cost of which the CONTRACTOR is to be reimbursed as a direct item of cost under this CONTRACT shall immediately vest in the DEPARTMENT upon delivery of such property to the CONTRACTOR. Title to other property, the costs of which is to be reimbursed to the CONTRACTOR under this CONTRACT, shall immediately vest in the DEPARTMENT upon 1) issuance for use of such property in the performance of this CONTRACT or 2) use of such property in the performance of this CONTRACT or 3) reimbursement of the cost thereof by the DEPARTMENT, whichever first occurs.

B. Title to the DEPARTMENT property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. The CONTRACTOR shall maintain a property inventory and administer a program of maintenance, repair and protection of DEPARTMENT property so as to assure its full availability and usefulness for performance under this CONTRACT. In the event the CONTRACTOR is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to DEPARTMENT property during the period of this CONTRACT, it shall use the proceeds to repair or replace the DEPARTMENT property.

22. APPLICABLE LAW

The laws of the State of New Mexico shall govern this CONTRACT, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this CONTRACT, 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 CONTRACT.

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

24. **WORKERS’ COMPENSATION ACT**

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 CONTRACT may be terminated by the DEPARTMENT.

25. **POLITICAL ACTIVITY**

No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

26. **LOBBYING**

The CONTRACTOR shall not use any funds provided under this CONTRACT, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et seq., and applicable federal law.

27. **PENALTIES FOR VIOLATION OF LAW**

The Procurement Code, NMSA 1978, Sections 13-1-28 to 13-1-199, imposes both criminal and civil penalties for violation of its provisions. New Mexico statutes impose criminal penalties where bribes, gratuities or kickbacks have been solicited, given or received in contracts involving public money.

28. **GRANT**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated
funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

29. **NON –WAIVER**

The failure of a party to insist upon strict adherence to any provision of this CONTRACT on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other of this CONTRACT.

30. **NOTICES**

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

To the DEPARTMENT: New Mexico Department of Health  
P.O. Box 26110  
1190 St. Francis Drive,  
Santa Fe, NM  87502-6110

To the CONTRACTOR: <name of CONTRACTOR>  
<Contact Individual>  
<street address>  
<City, state, zip code>

31. **AUTHORITY**

If CONTRACTOR is other than a natural person, the individual(s) signing this CONTRACT on behalf of CONTRACTOR represent and warrant 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.

32. **New Mexico Employees Health Coverage.**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.
B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

33. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself. Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

34. 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.

35. **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.
IN WITNESS WHEREOF the parties have executed this CONTRACT at Santa Fe, New Mexico. The effective date is the date of approval by the Department of Finance and Administration set out hereinafter.

STATE OF NEW MEXICO

NEW MEXICO DEPARTMENT OF HEALTH: CONTRACTOR: <Contractor name>

By: ________________________________

Authorized Signature Designee

Date: ______________________________

By: ________________________________

Title: ______________________________

Date: ______________________________

By: ________________________________

Chief Financial Officer

Date: ______________________________

CERTIFIED FOR LEGAL SUFFICIENCY:

By: ________________________________

Department of Health

Date: ______________________________

Assistant General Counsel

TAXATION AND REVENUE:

The CONTRACTOR is registered for the payment of gross receipts taxes to the State of New Mexico.

N.M. Tax Identification #: <CRS#>

By: ________________________________

Date: ______________________________

Taxation and Revenue Department

DEPARTMENT OF FINANCE AND ADMINISTRATION:

This CONTRACT is approved and effective the date shown:

By: ________________________________

Date: ______________________________

State Contracts Officer

Date: ______________________________
As the duly authorized representative of the Offeror, I certify that the Offeror:
- Meets the following eligibility requirements:
  a) The offeror is registered to conduct business in New Mexico, or a New Mexico non-profit organization or community-based organization with a 501(c)(3) tax exempt status, or a local governmental entity, or a tribal entity, or a local chapter of a national non-profit 501(c)(3) organization;
  b) The offeror demonstrates the expertise and capacity to deliver effective and evidence-based Hepatitis and Harm Reduction interventions through either:
     a) two years of documented experience in the delivery of hepatitis and harm reduction interventions to injection drug users, or
     b) two years of documented experience in the delivery of evidence-based health promotion or prevention programs for other health issues, AND two years of documented experience in the delivery of services to the at-risk populations for which it is proposing projects under this RFP.
- Will abide by all Federal and State Laws, Rules, Regulations, and Executive Orders of the Governor of the State of New Mexico pertaining to equal opportunity. The Offeror assures the Department of Health that no person in the State of New Mexico shall on the grounds of race, color, national origin, gender, sexual orientation, age, handicap or disability, or religion be excluded from employment with or the participation in, be denied the benefit of or be otherwise subjected to discrimination under any program or activity performed under a contract(s) entered into pursuant to this Request for Proposals.
- Will give the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards.
- Will comply with the provisions of the Federal Certification Regarding Lobbying.
- Will comply with the provisions of Title VII of the Civil Rights Act of 1964.
- Will comply with the provisions of the Federal Certification Regarding Drug-Free Workplace Requirements.
- Will comply with the Division's guidelines for Governing and/or Advisory Board members to be residents of the area served and representative of the social, economic, linguistic, ethnic, and racial target population and shall include consumers of the Offerors services. And shall not employ persons related to board members by consanguinity or affinity within the third degree. This includes father, mother, brother, sister, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

**CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The prospective lower tier participant (Offeror) certifies, by submission of this proposal, that neither it nor...
its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
excluded from participation in this transaction by an Federal department or agency.
Where the prospective lower tier participant (Offeror) is unable to certify to any of the statements in
this certification such prospective participant shall attach an explanation to this proposal.

____________________________Signature of Authorized Certifying Official

____________________________Printed Name of Certifying Official Title

____________________________Date
APPENDIX D
Letter of Transmittal Form

RFP#: ______________________________
Offeror Name: ____________________________

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:
Name _______________________________________________________________________
Title ________________________________________________________________________
E-Mail Address ______________________________________________________________________
Telephone Number ______________________________________________________________________

3. For the person authorized by the organization to negotiate on behalf of this Offer:
Name _______________________________________________________________________
Title ________________________________________________________________________
E-Mail Address ______________________________________________________________________
Telephone Number ______________________________________________________________________

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:
Name _______________________________________________________________________
Title ________________________________________________________________________
E-Mail Address ______________________________________________________________________
Telephone Number ______________________________________________________________________

5. Use of Sub-Contractors (Select one)
   ____ No sub-contractors will be used in the performance of any resultant contract OR
   ____ The following sub-contractors will be used in the performance of any resultant contract:
   __________________________________________________________
   (Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.
   __________________________________________________________
   (Attach extra sheets, as needed)

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
   ____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
   ____ I acknowledge receipt of any and all amendments to this RFP.
   __________________________________________________________
   __________________________________________________________
   Authorized Signature and Date (Must be signed by the person identified in item #2, above.)
Appendix E
HIPAA BUSINESS ASSOCIATE AGREEMENT
AND
42 C.F.R. PART 2 QUALIFIED SERVICE ORGANIZATION AGREEMENT

This Business Associate Agreement and 42 C.F.R. Part 2 Qualified Service Organization Agreement (“Agreement”) is entered into between the New Mexico Department of Health (“Department”) and ______________________, hereinafter referred to as “Business Associate.”, in order to comply with 42 U.S.C. Section 290dd-2 and 290ee-3, the Confidentiality of Alcohol and Drug Abuse Patient Records, and the related regulations at 42 CFR 2.1 to 2.67; and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), including the Standards of the Privacy of Individually Identifiable Health Information and the Security Standards at 45 CFR Parts 160 and 164.

BUSINESS ASSOCIATE, by a related agreement identified by number as _________________ (the “Related Agreement”), has agreed to provide services to, or on behalf of, Department (referred to in such Related Agreement as Department or the “Procuring Agency”) which may involve the disclosure by Department to Business Associate (referred to in such Related Agreement as “Contractor”) of Protected Health Information. This Business Associate Agreement is intended to supplement the obligations of the Department and the Contractor as set forth in the Related Agreement, and is hereby incorporated therein.

THE PARTIES acknowledge HIPAA, as amended by the HITECH Act, requires that Department and Business Associate enter into a written agreement that provides for the safeguarding and protection of all Protected Health Information which Department may disclose to the Business Associate, or which may be created or received by the Business Associate on behalf of the Department.

THE PARTIES additionally acknowledge the Confidentiality of Alcohol and Drug Abuse Patient Records statute and regulations require that Department and Business Associate enter into a written agreement that provides for the safeguarding and protection of all drug and/or alcohol abuse information that is individually identifiable to the patient, which the Business Associate may receive, store, process or otherwise deal with from the Department.

1. Definition of Terms


   b. Business Associate. "Business Associate“, herein being the same entity as the Contractor in the Related Agreement, shall have the same meaning as defined under the HIPAA standards as defined below, including without limitation Contractor acting in the capacity of a Business Associate as defined in 45 CFR § 160.103.

   c. Department. "Department” shall mean in this agreement the State of New Mexico Department of Health.

   d. Individual. "Individual" shall have the same meaning as in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502 (g).

   e. HIPAA Standards. “HIPAA Standards” shall mean the legal requirements as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance, as each may be amended over time, including without limitation:

   i. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health NMDOH Hepatitis and Harm Reduction Program – Request for Proposals (RFP) 2015 – Page 53
Information in 45 CFR Part 160 and Part 164, Subparts A and E.

ii. **Breach Notification Rule.** “Breach Notification” shall mean the Notification in the case of Breach of Unsecured Protected Health Information, 45 CFR Part 164, Subparts A and D

iii. **Security Rule.** “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C, including the following:

   A. **Security Standards.** “Security Standards” hereinafter shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.306.
   
   B. **Administrative Safeguards.** “Administrative Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.308.
   
   C. **Physical Safeguards.** “Physical Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.310.
   
   D. **Technical Safeguards.** “Technical Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.312.
   
   E. **Policies and Procedures and Documentation Requirements.** “Policies and Procedures and Documentation Requirements” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.316.

f. **Protected Health Information.** "Protected Health Information” or “PHI” shall have the same meaning as in 45 CFR § 160.103, limited to the information created, maintained, transmitted or received by Business Associate, its agents or subcontractors from or on behalf of Department.

i. **Required By Law.** “Required By Law” shall have the same meaning as in 45 CFR § 164.103.

h. **Secretary.** "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services, or his or her designee.

i. **Covered Entity.** "Covered Entity" shall have the meaning as the term “covered entity” defined at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean the State of New Mexico Department of Health.

j. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Standards. All terms used and all statutory and regulatory references shall be as currently in effect or as subsequently amended.

2. **Obligations and Activities of Business Associate**

a. **General Rule of PHI Use and Disclosure.** The Business Associate may use or disclose PHI it creates for, receives from or on behalf of, the Department to perform functions, activities or services for, or on behalf of, the Department in accordance with the specifications set forth in this Agreement, or the Related Agreement; provided that such use or disclosure would not violate the HIPAA Standards if done by the Department; or as Required By Law.

i. Any disclosures made by the Business Associate of PHI must be made in accordance with HIPAA Standards and other applicable laws.

ii. Notwithstanding any other provision herein to the contrary, the Business Associate shall limit uses and disclosures of PHI to the “minimum necessary,” as set forth in the HIPAA Standards.

iii. The Business Associate agrees to use or disclose only a “limited data set” of PHI as defined in the HIPAA Standards while conducting the authorized activities herein and as delineated in the Related Agreement(s), except where a “limited data set” is not practicable in order to accomplish those activities.
iv. Except as otherwise limited by this Agreement or the Related Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

v. Except as otherwise limited by this Agreement or the Related Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

vi. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j).

vii. Business Associate may use PHI to provide Data Aggregation services to the Department as permitted by the HIPAA Standards.

b. Safeguards. The Business Associate agrees to implement and use appropriate Security, Administrative, Physical and Technical Safeguards, and comply where applicable with subpart C of 45 C.F.R. Part 164, to prevent use or disclosure of PHI other than as required by law or as provided for by this Agreement or the Related Agreement. Business Associate shall identify in writing upon request from the Department all of those Safeguards that it uses to prevent impermissible uses or disclosures of PHI.

c. Restricted Uses and Disclosures. The Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, the Related Agreement, the HIPAA Standards, or otherwise as permitted or required by law. The Business Associate shall not disclose PHI in a manner that would violate any restriction which has been communicated to the Business Associate.

i) The Business Associate shall not directly or indirectly receive remuneration in exchange for any of the PHI unless a valid authorization has been provided to the Business Associate that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual, except as provided for under the exceptions listed in 45 C.F.R. §164.502 (a)(5)(ii)(B)(2).

ii) Unless approved by the Department, Business Associate shall not directly or indirectly perform marketing to individuals using PHI.

d. Agents. The Business Associate shall ensure that any agents that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), and shall make that agreement available to the Department upon request. Upon the Business Associate’s contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

e. Availability of Information to Individuals and the Department. Business Associate shall provide, at the Department’s request, and in a reasonable time and manner, access to PHI in a Designated Record Set (including an electronic version if required) to the Department or, as directed by the Department, to an Individual in order to meet the requirements under 45 CFR § 164.524. Within three (3) business days, Business Associate shall forward to the Department for handling any request for access to PHI that Business Associate receives directly from an Individual. If requested by the Department, the Business Associate shall make such information available in electronic format as required by the HIPAA Standards to a requestor of such information and shall confirm to the Department in writing that the request has been fulfilled.

f. Amendment of PHI. In accordance with 45 CFR § 164.526, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Department directs or agrees to, at the request of the Department or an Individual, to fulfill the Department’s obligations to amend PHI pursuant to the HIPAA Standards. Within three (3) business days, Business Associate shall forward to the Department for handling any request for amendment to PHI that Business Associate receives directly from an Individual.

NMDOH Hepatitis and Harm Reduction Program – Request for Proposals (RFP) 2015 – Page 55
g. **Internal Practices.** Business Associate agrees to make internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI, available to the Department or to the Secretary within seven (7) days of receiving a request from the Department or receiving notice of a request from the Secretary, for purposes of the Secretary’s determining the Department’s compliance with the Privacy Rule.

h. **PHI Disclosures Recordkeeping.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Department to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the HIPAA Standards and 45 CFR § 164.528. Business Associate shall provide such information to the Department or as directed by the Department to an individual, to permit the Department to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by the Department. Within three (3) business days, Business Associate shall forward to the Department for handling any accounting request that Business Associate directly receives from an individual.

i. **PHI Disclosures Accounting.** Business Associate agrees to provide to the Department or an Individual, within seven (7) days of receipt of a request, information collected in accordance with Section 2 (h) of this Agreement, to permit the Department to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

j. **Security Rule Provisions.** As required by 42 U.S.C. § 17931 (a) [HITECH Act Section 13401(a)] , the following sections as they are made applicable to business associates under the HIPAA Standards, shall also apply to the Business Associate: 1) Administrative Safeguards; 2) Physical Safeguards; 3) Technical Safeguards; 4) Policies and Procedures and Documentation Requirements; and 5) Security Standards. Additionally, the Business Associate shall either implement or properly document the reasons for non-implementation of all safeguards in the above cited sections that are designated as “addressable” as such are made applicable to Business Associates pursuant to the HIPAA Standards.

k. **Civil and Criminal Penalties.** Business Associate agrees that it will comply with the HIPAA Standards as applicable to Business Associates, and acknowledges that it may be subject to civil and criminal penalties for its failure to do so.

l. **Performance of Covered Entity's Obligations.** To the extent the Business Associate is to carry out the Department's obligations under the HIPAA Standards, Business Associate shall comply with the requirements of the HIPAA Standards that apply to the Department in the performance of such obligations.

m. **Subcontractors.** The Business Associate shall ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, with 45 C.F.R. § 164.502(e)(1)(ii), and shall make such information available to the Department upon request. Upon the Business Associate’s contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement. Upon the Business Associate’s contracting with a subcontractor for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

n. **42 C.F.R. Part 2:** The Business Associate acknowledges that, notwithstanding the other provisions of this agreement:

i) In receiving, storing, processing or otherwise dealing with any individually identifiable drug or alcohol abuse patient records from the Department, it is fully bound by the regulations at 42 C.F.R. sections 2.1 to 2.67; and,

ii) If necessary, Business Associate shall resist in judicial proceedings any efforts to obtain access to such patient records except as permitted by those regulations.

3. **Business Associate Obligations for Notification, Risk Assessment, and Mitigation**

During the term of this Agreement and Related Agreement, the Business Associate shall be required to perform the following pursuant to the Breach Notification Rule regarding Breach Notification, Risk Assessment and Mitigation:

**Notification**
a. Business Associate agrees to report to the Department Contract Manager or HIPAA Privacy and Security Officer any use or disclosure of PHI not provided for by this Agreement, the Related Agreement and HIPAA Standards, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, as soon as it (or any employee or agent) becomes aware of the Breach, and in no case later than three (3) business days after it (or any employee or agent) becomes aware of the Breach, except when a government official determines that a notification would impede a criminal investigation or cause damage to national security.

b. Business Associate shall provide the Department with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by the Department, provide information necessary for the Department to investigate promptly the impermissible use or disclosure. Business Associate shall continue to provide to the Department information concerning the Breach as it becomes available to it, and shall also provide such assistance and further information as is reasonably requested by the Department.

Risk Assessment

c. When Business Associate determines whether an impermissible acquisition, use or disclosure of PHI by an employee or agent poses a low probability of the PHI being compromised, it shall document its assessment of risk in accordance with 45 C.F.R. § 164.402 (in definition of “Breach”, ¶ 2) based on at least the following factors: (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the protected health information or to whom the disclosure was made; (iii) whether the protected health information was actually acquired or viewed; and (iv) the extent to which the risk to the protected health information has been mitigated. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons documenting the determination of risk of the PHI being compromised. When requested by the Department, Business Associate shall make its risk assessments available to the Department.

d. If the Department determines that an impermissible acquisition, access, use or disclosure of PHI, for which one of Business Associate’s employees or agents was responsible, constitutes a Breach, and if requested by the Department, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with the Department about the timeliness, content and method of notice, and shall receive the Department’s approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate. The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to the Department.

Mitigation

e. In addition to the above duties in this section, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI, by Business Associate in violation of the requirements of this Agreement, the Related Agreement or the HIPAA Standards. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by the Department, Business Associate shall make its mitigation and corrective action plans available to the Department.

f. The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of the Breach, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate and the Department are doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).

Notification to Clients

g. Business Associates shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of a State or jurisdiction,
Business Associate shall, if requested by the Department, notify prominent media outlets serving such location(s), following the requirements set forth in 45 CFR §164.406.

4. **Obligations of the Department to Inform Business Associate of Privacy Practices and Restrictions**

a. The Department shall notify Business Associate of any limitation(s) in the Department’s Notice of Privacy Practices, implemented in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. The Department shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. The Department shall notify Business Associate of any restriction in the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d. The Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Department.

5. **Term and Termination**

a. **Term.** This Agreement shall be effective concurrently with the effective date of Contract No. ________________ between Business Associate and the Department (the Related Agreement). This Agreement shall also terminate concurrently with the Related Agreement, except that obligations of Business Associate under this Agreement related to final disposition of PHI in this Section 5 shall survive until resolved as set forth immediately below.

b. **Disposition of PHI upon Termination.** Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI in its possession, and shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall agree, and require that its agents, affiliates, subsidiaries and subcontractors agree, to the extension of all protections, limitations and restrictions required of Business Associate hereunder, for so long as the Business Associate maintains the PHI.

c. If Business Associate breaches any material term of this Agreement, the Department may either:

   i. provide an opportunity for Business Associate to cure the Breach and the Department may terminate this Contract without liability or penalty in accordance with Termination Article of the Related Agreement if Business Associate does not cure the breach within the time specified by the Department; or,

   ii. immediately terminate this Contract without liability or penalty if the Department determines that cure is not reasonably possible; or,

   iii. if neither termination nor cure are feasible, the Department shall report the breach to the Secretary.

The Department has the right to seek to cure any breach by Business Associate and this right, regardless of whether the Department cures such breach, does not lessen any right or remedy available to the Department at law, in equity, or under this Contract, nor does it lessen Business Associate’s responsibility for such breach or its duty to cure such breach.
6. **Penalties and Training.** Business Associate understands and acknowledges that violations of this Agreement may result in notification by the Department to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by the Department, Business Associate shall participate in training regarding use, confidentiality, and security of PHI.

7. **Miscellaneous**

a. **Interpretation.** Any ambiguity in this Agreement, or any inconsistency between the provisions of this Agreement and the Related Agreement, shall be resolved to permit the Department to comply with the HIPAA Standards.

b. **Business Associate’s Compliance with HIPAA.** The Department makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Standards will be adequate or satisfactory for Business Associate’s own purposes or that any information in Business Associate’s possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

c. **Change in Law.** In the event there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, the Department shall notify Business Associate of any actions it reasonably deems necessary to comply with such changes, and Business Associate shall promptly take such actions. In the event there is a change in federal or state laws, rules or regulations, or in the interpretation of any such laws, rules, regulations or general instructions, which may render any of the material terms of this Agreement unlawful or unenforceable, or which materially affects any financial arrangement contained in this Agreement, the parties shall attempt amendment of this Agreement to accommodate such changes or interpretations. If the parties are unable to agree, or if amendment is not possible, the parties may terminate the Agreement pursuant to its termination provisions.

d. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Department, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

e. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or workforce members assisting Business Associate in the fulfillment of its obligations under this Agreement and the Related Agreement available to the Department, at no cost to the Department, to testify as witnesses or otherwise in the event that litigation or an administrative proceeding is commenced against the Department or its employees based upon claimed violation of the HIPAA standards or other laws relating to security and privacy, where such claimed violation is alleged to arise from Business Associate’s performance under this Agreement or the Related Agreement, except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are named adverse parties.

f. **Additional Obligations.** Department and Business Associate agree that to the extent not incorporated or referenced in any Business Associate Agreement between them, other requirements applicable to either or both that are required by the HIPAA Standards, those requirements are incorporated herein by reference.
IN WITNESS THEREOF, the parties hereto separately acknowledge this Business Associate Agreement in addition to their execution of the Related Agreement.

NEW MEXICO DEPARTMENT OF HEALTH  BUSINESS ASSOCIATE

By: _____________________________  By: __________________________
    Authorized Signature Designee

Title: ___________________________

Date: __________________________  Date: _________________________

Approved as to form and legal sufficiency:

By: ____________________________
    Office of General Counsel

Date: ___________________________
Appendix F: New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

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

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information http://www.insurenewmexico.state.nm.us/.

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

By signing below, Offeror agrees to be bound by the terms stated in this form:

Signature of Offeror: ___________________________ Date_______
Appendix G: Proposed Program Service Form

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

<table>
<thead>
<tr>
<th>Name of Program Model</th>
<th>Service/Intervention (check one only)</th>
<th>Organizational History</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Syringe Services</td>
<td>Year the agency began delivering this service, number of clients served in the previous two years, and key successes and highlights.</td>
</tr>
<tr>
<td></td>
<td>2. Overdose Prevention</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Holistic Substance Use Treatment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Navigation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Law Enforcement Training</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6. Hepatitis Clinical and Preventive Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7. Hepatitis Surveillance</td>
<td></td>
</tr>
</tbody>
</table>

Rationale
Describe why this is an appropriate service for this organization.

Target Populations
Describe the population(s) this service is intended to reach.

Specific Objectives
List the goals and objectives for implementing this service.

Staff Expertise
List the name of each staff member trained in this service or strategy, the date they were trained, and who provided the training

Recruitment Strategies
Describe how you can ensure the ability to meet the service goals, including types of recruitment strategies and specific venues (including advertising and use of technology, if any).

Adaptation
Describe any changes made or planned to ensure the service is culturally appropriate.
Appendix H: Line Item Budget Form

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

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>CALCULATION (as needed)</th>
<th>TOTAL REQUESTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Services:</td>
<td>_________ Units of service</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$___________ Cost per Unit</td>
<td></td>
</tr>
<tr>
<td>Justification/Breakdown of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost per Unit (be specific):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel (list each position)</td>
<td>(you may expand this cell to accommodate this for each position)</td>
<td></td>
</tr>
<tr>
<td>1).    ______FTE</td>
<td>$_________annual salary</td>
<td></td>
</tr>
<tr>
<td>2).    ______FTE</td>
<td>$_________annual salary</td>
<td></td>
</tr>
<tr>
<td>3).    ______FTE</td>
<td>$_________annual salary</td>
<td></td>
</tr>
<tr>
<td>4).    ______FTE</td>
<td>$_________annual salary</td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>%_____annual fringe rate</td>
<td></td>
</tr>
<tr>
<td>Travel – In State</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel – Out of State</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment (Up to $5,000 total)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Costs:</td>
<td>______</td>
<td></td>
</tr>
<tr>
<td>Operating Costs:</td>
<td>______</td>
<td></td>
</tr>
<tr>
<td>Operating Costs:</td>
<td>______</td>
<td></td>
</tr>
<tr>
<td>TOTAL REQUESTED PER YEAR</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix I
Resident Veterans Preference Certification

__________________________________ (NAME OF OFFEROR) hereby certifies the following in regard to application of the resident veterans’ preference to this procurement:

Please check one box only

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement 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 representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.
Appendix J
Checklist

Please use this checklist when preparing and assembling your proposal. All items must be included in the order presented in this Checklist, and labeled with the titles noted below. Please also include the Checklist as noted as the Table of Contents.

<table>
<thead>
<tr>
<th>Check all items included in proposal.</th>
<th>Item and Title</th>
<th>Page Limit</th>
<th>Points under Weighted Criteria</th>
<th>Page Number in Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Proposal Cover Page</td>
<td>See form provided in Appendix C.</td>
<td>n/a</td>
<td>Pass/Fail</td>
<td></td>
</tr>
<tr>
<td>B. Letter of Transmittal</td>
<td>See form provided in Appendix D.</td>
<td>n/a</td>
<td>Pass/Fail</td>
<td></td>
</tr>
<tr>
<td>C. Assurances</td>
<td>See form provided in Appendix E.</td>
<td>n/a</td>
<td>Pass/Fail</td>
<td></td>
</tr>
<tr>
<td>D. New Mexico Employees Health Coverage Form</td>
<td>See form provided in Appendix F.</td>
<td>n/a</td>
<td>Pass/Fail</td>
<td></td>
</tr>
<tr>
<td>E. Abstract</td>
<td></td>
<td>300 words</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td>F. Organizational Description, Capability and Eligibility</td>
<td></td>
<td>2 pages</td>
<td>20 points</td>
<td></td>
</tr>
<tr>
<td>G. Proposed Services</td>
<td></td>
<td>2 pages</td>
<td>25 points</td>
<td></td>
</tr>
<tr>
<td>H. Proposed Program Models</td>
<td>See form provided in Appendix G.</td>
<td>2 pages/ worksheet</td>
<td>35 points</td>
<td></td>
</tr>
<tr>
<td>I. Line Item Budget</td>
<td>See form provided in Appendix H.</td>
<td>n/a</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td>J. Budget Justification</td>
<td></td>
<td>n/a</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td>K. Proposed Staffing</td>
<td></td>
<td>n/a</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td>L. Board of Directors List</td>
<td></td>
<td>n/a</td>
<td>Pass/Fail</td>
<td></td>
</tr>
<tr>
<td>M. Proof of Registration with NM-TRD or Proof of Non-Profit Status</td>
<td>Copy of proof of registration with the NM Taxation and Revenue Department for the payment of gross receipts tax or proof of the grant of an exemption from payment of federal income tax pursuant to Section 501(c)(3).</td>
<td>n/a</td>
<td>Pass/Fail</td>
<td></td>
</tr>
<tr>
<td>N. Federal Tax ID</td>
<td>The completed Federal W-9 form.</td>
<td>n/a</td>
<td>Pass/Fail</td>
<td></td>
</tr>
<tr>
<td>O. Resident Veterans Preference Certification</td>
<td>See form provided in Appendix I.</td>
<td>n/a</td>
<td>Pass/Fail</td>
<td>If applicable</td>
</tr>
<tr>
<td>P. Pay Equity Statement</td>
<td></td>
<td>n/a</td>
<td>Pass/Fail</td>
<td></td>
</tr>
<tr>
<td>Q. Agency Audit</td>
<td>Note: only one copy is required, to be attached to the original application Most recent financial statement, audit report, and management letter comments. If not available, an explanation and plan of action to meet this requirement. This applies only to proposals, which exceed $50,000, excluding gross receipts taxes.</td>
<td>n/a</td>
<td>Pass/Fail</td>
<td></td>
</tr>
<tr>
<td>R. Completeness</td>
<td>No information needs to be included in this section. Your proposal will be scored based on completeness, using this checklist as a guide.</td>
<td>n/a</td>
<td>Pass/Fail</td>
<td></td>
</tr>
<tr>
<td>S. Checklist</td>
<td>See form provided in Appendix J.</td>
<td>n/a</td>
<td>Pass/Fail</td>
<td></td>
</tr>
</tbody>
</table>

Notes:

- Letters of support or collaboration are not expected or required.
- All proposal contents must be provided with the original application and all four (4) copies, except only one copy of item Q. Agency Audit, is needed.

NMDOH Hepatitis and Harm Reduction Program – Request for Proposals (RFP) 2015 – Page 65