

NEW MEXICO SELF-INSURERS' FUND

REQUEST FOR PROPOSALS (RFP)

**THIRD-PARTY ADMINISTRATOR SERVICES FOR
WORKERS' COMPENSATION CLAIMS**



RFP# 2025-9

RFP Release Date: June 16, 2025

Proposal Due Date: June 26, 2025

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals from Third-Party Services (TPA) for Workers' Compensation Claims to partner with New Mexico Self-Insurers' Fund ("NMSIF") claims staff in the settlement of workers compensation claims for a self-insured pool of New Mexico Municipalities. NMSIF shall award this procurement to one (1), offeror to provide the services referenced within the scope of work of the RFP.

The RFP process ensures that all Professional Services Agreements are Awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28 *et.seq.* NMSA 1978).

Offerors Awarded Contracts shall work closely with NMSIF staff on the investigation and settlement of workers compensation claims. Selected Offeror(s) shall be deemed "Contractor." During all stages, the Contractor shall keep NMSIF Claims Administrators, NMSIF Claims Manager, and NMSIF Risk Services Director informed timely in regard to investigations and workers' compensation claims adjustments. NMSIF shall review TPA workers' compensation claims services invoices, and expense submissions to confirm compliance with contractual billing guidelines.

B. BACKGROUND INFORMATION

The New Mexico Municipal League (NMML) is the administrator for the New Mexico Self-Insurers' Fund (NMSIF), a self-insured pool comprised of 118 New Mexico municipalities and other special districts created by its members. Based in Santa Fe, New Mexico, the program provides Property, Auto Liability, General Liability, Law Enforcement Liability, Public Officials Liability and Workers Compensation coverage to serve its members' needs. In addition, NMSIF procures pass-through coverage programs to its members utilizing the broker relationship. Additional resources provided to our members include Loss Control assessments and training, risk management consulting, Mental Health services for first responders and other educational opportunities.

The NMSIF exposure information will be provided upon request to qualified candidates upon approval by the procurement manager.

C. SCOPE OF PROCUREMENT

The scope of this procurement is to select and contract with one (1) qualified TPA for Workers' Compensation Claims to work with the NMSIF claims staff in the appraisal, investigation and settlement of workers' compensation claims that includes Medical Bill Review and Pharmacy Benefit Management services. The TPA must meet all licensure and other legal requirements of both the State of New Mexico and Federal laws applicable to proper claims administration

practices. Any additional services or services which the TPA cannot perform must be enumerated in the written proposal.

The NMSIF/TPA claim procedures **will** be expected to be adhered to unless an exception is enumerated in your written proposal. The claim procedures were written to illustrate the expectations between both parties and to ensure timely and efficient adjustment, litigation management and a thorough investigation of claims. They are also used by an independent claims auditor annually to ensure compliance.

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

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

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

Successful Offeror **should** anticipate beginning services on the date approved by the NMSIF for the initial term of four (4) years. However, the NMSIF reserves the right to make the length of any contract for any period of four (4) years or less at the discretion of the NMSIF. In no case **will** the contract exceed a total of four (4) years in duration.

D. PROCUREMENT MANAGER

NMSIF has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, telephone number and e-mail address are listed below:

Name: Fran Dunaway, CNMB, CPO, Procurement Manager
Telephone: (505) 992-3511
Email: procurementmanager@NMSIF.org

1. **Any inquiries or requests** regarding this procurement must be submitted, in writing, to the Procurement Manager. Offerors *may* contact **ONLY** the Procurement Manager regarding this procurement. Other NMSIF employees or Evaluation Committee members do not have the authority to respond on behalf of the NMSIF.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via the designated email address for electronic submittal. Refer to Section III.B.1 for instructions.

F. DEFINITION OF TERMINOLOGY

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

1. “**Award**” means the final execution of the contract document.
2. “**Business Hours**” means weekdays (Monday – Friday) 8:30 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
3. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978,. See also NMAC 1.4.1.45. The following items may not be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.
5. “**Contract**” means any Agreement for the procurement of items of tangible personal property, services or construction.
6. “**Contractor**” means any business having a contract with the New Mexico Self-Insurers’ Fund.
7. “**CPO**” means Chief Procurement Officer.
8. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
9. “**Desirable**” – the terms ”*may*,” ”*can*,” ”*should*,” ”*preferably*,” or ”*prefers*” identify a desirable or discretionary item or factor.
10. “**Electronic Submission**” means a successful submittal of Offeror’s proposal to NMSIF designated email address.
11. “**Electronic Version/Copy**” means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy SHALL be emailed.
12. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

13. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for Contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
14. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the Contract(s) resulting from the procurement has been affixed to the Contract(s) thus making it fully executed.
15. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
16. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for Contractor personnel, as well as subcontractor personnel if appropriate.
17. “**Mandatory**” – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor *may* result in the rejection of the Offeror’s proposal.
18. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
19. “**NMML**” means the New Mexico Municipal League
20. “**NMSIF**” means the New Mexico Self-Insurers’ Fund
21. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
22. “**Procurement Manager**” means any person or designee authorized by the NMSIF with the responsibility, authority, and resources to conduct procurements, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
23. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
24. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
25. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

26. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
27. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
28. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully submitted to the NMSIF designated email address prior to the submission deadline stated in the RFP.
29. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to *only* one Offeror.
30. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
31. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
32. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
33. **“Written”** means typed in standard 8 ½ x 11 inch document format, **by common electronic means (such as Microsoft Word, Adobe PDF, etc.)**. A larger size document is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
<https://www.NMSIF.org>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

The Procurement Manager will adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	NMSIF	June 16, 2025
2. Acknowledgement of Receipt Form	Potential Offerors	June 18, 2025
3. Deadline to submit Written Questions	Potential Offerors	June 20, 2025
4. Response to Written Questions	Procurement Manager	June 23, 2025
5. Submission of Proposal	Potential Offerors	June 26, 2025
6.* Proposal Evaluation	Evaluation Committee	June 27, 2025
7. Selection of Finalist	Evaluation Committee	May 16, 2025 June 27, 2025
9.* Finalize Contractual Agreement	NMSIF/Finalist Offerors	June 30, 2025
10.* Contract Awards	NMSIF/ Finalist Offerors	July 1, 2025
11.* Protest Deadline	NMSIF	+15 days

*Dates indicated in Events 6 through 11 are estimates *only* and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of the New Mexico Self-Insurers' Fund on the date indicated in Section II.A., Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors *may* e-mail the Acknowledgement of Receipt Form (**APPENDIX A**), to the Procurement Manager, Fran Dunaway email address:

procurementmanager@NMSIF.org , to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 4:00 PM MST/ MDT on the date indicated in Section II.A., Sequence of Events

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

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 4:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions **must** be addressed to the Procurement Manager as declared in Section I.D. Questions **shall** be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

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

The Questions and Answers **will** be posted to: <https://nmml.org/222/New-Mexico-Self-Insurers-Fund-Requests-f>

5. Submission of Proposal

Only **electronic** proposal submission is allowed. **Do not** submit hard copies.

ALL PROPOSALS **MUST BE** RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **4:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. NO LATE PROPOSALS CAN BE ACCEPTED.** The date and time of receipt **will** be recorded on each proposal. Proposals will be considered time-stamped and dated when the Offeror successfully submits to the designated email address. Such electronic submissions **will** be considered sealed in accordance with statute.

*It is the Offeror's responsibility to ensure all documents are completely submitted electronically to the designated email address by the deadline set forth in this RFP. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the designated email address by the deadline, **will** be deemed late. Further, a submission that is not fully complete and received via the designated email address by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination*

server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, NO LATE PROPOSAL CAN BE ACCEPTED.

Proposals must be submitted electronically through the designated email address. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means other than through the designated email address, will not be accepted.

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

6. Proposal Evaluation

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

7. Selection of Finalists

The Evaluation Committee *may* select finalists, and the Procurement Manager *may* notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter, which it considers the most advantageous based upon the technical criteria of the RFP.

8. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any Contractual Agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal *may or may not* have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the NMSIF reserves the right to finalize a Contractual Agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

Upon receipt of the signed Contractual Agreement, the Procurement Manager will award as per Section II.A., Sequence of Events, or as soon as possible thereafter.

10. Protest Deadline

Any protest by an Offeror **must** be submitted timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion **will** be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The fifteen (15) calendar day protest period **shall** begin on the day following the notice of award of Contract(s) and **will** end at 5:00 pm MST/MDT on the fifteenth (15th) day. Protests **must** be written and **must** include the name and address of the protestor and the request for proposal number. It **must** also contain a statement of the grounds for protest including appropriate supporting exhibits and it **must** specify the ruling requested from the party listed below. The protest **must** be directed to:

Protest Manager
New Mexico Self-Insurers' Fund
P.O. Box 846
Santa Fe, New Mexico 87504-0846

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP **shall** be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system **shall** be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any Contractual Agreement that *may* result from this RFP **shall** specify that the prime Contractor is solely responsible for fulfillment of **all requirements** of the Contractual Agreement with the NMSOF which *may* derive from this RFP. The NMSIF entering into a Contractual Agreement with a vendor **will** make payments to *only* the prime Contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime Contractor **shall** be wholly responsible for the entire performance of the Contractual Agreement whether or not subcontractors are used. Additionally, the prime contractor **must** receive approval, in writing, from the NMSIF awarding any resultant Contract, before any subcontractor is used during the term of this Agreement.

5. Amended Proposals

An Offeror *may* submit an amended proposal before the proposal due date. Such amended proposals **must** be complete replacements for a previously submitted proposal and **must** be clearly identified as such in the transmittal letter. **NMSIF personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

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

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

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

9. No Obligation

This RFP in no manner obligates the New Mexico Municipal League (NMML) or the New Mexico Self-Insurers Fund (NMSIF) to the use of any Offeror's services until a valid written Contract is awarded and approved by appropriate authorities.

10. Termination

This RFP *may be* canceled at any time and any and all proposals *may be* rejected in whole or in part when the NMSIF determines such action to be in the best interest.

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP **shall** be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The Contract between the NMSIF and a Contractor will follow the format specified by the NMSIF and contain the terms and conditions set forth in the Draft Contract (**APPENDIX C**). However, the NMSIF reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract (**APPENDIX C**) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The NMSIF discourages exceptions from the Contract Terms and Conditions as set forth in the RFP Draft Contract (**APPENDIX C**). Such exceptions *may* cause a proposal to be rejected as nonresponsive when, in the sole judgment of the NMSIF (and the Evaluation Committee), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (**APPENDIX C**) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The NMSIF *may or may* not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract *are not* acceptable to the NMSIF and will result in disqualification of the Offeror's proposal.

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

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

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a Contract negotiated with the NMSIF. See Section II.C.15 for requirements.

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.18. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The NMSIF reserves the right to require a change in Contractor representatives if the assigned representative(s) *is (are) not*, in the opinion of the NMSIF, adequately meeting the needs of the NMSIF.

21. Notice of Penalties

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

22. NMSIF Rights

The NMSIF in Agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and Contract term, Offerors and Contractors must secure from the NMSIF written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or NMSIF's Contracts deriving from this procurement. Failure to adhere to this requirement *may* result in the disqualification of the Offeror's proposal or removal from the Contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the NMSIF. If the RFP is cancelled, all responses received shall be destroyed by the NMSIF.

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 NMSIF.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the NMSIF's written permission.

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the NMSIF, the Offeror acknowledges that the version maintained by the NMSIF shall govern. Please refer to:

<https://nmml.org/222/New-Mexico-Self-Insurers-Fund-Requests-f>

or

<https://nmml.org> left top of the page, click: [Visit the New Mexico Self-Insurers' Fund](#)

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (**APPENDIX B**) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

29. Letter of Transmittal

Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in **APPENDIX E**, which **must be signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number(BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a Contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that *may be* utilized in the performance of any resultant Contract award;
4. Identify any other entity/-ies (such as state agency, governmental entity, reseller, etc., that *is not* a sub-contractor identified in #3) that *may be* used in the performance of this awarded Contract; and
5. The individual identified in #2 above, **must** sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit the signed Letter of Transmittal Form located in APPENDIX E will result in Offeror's disqualification.

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) 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 (3)-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) Contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or

- c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
- 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
- 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability *is not* finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three (3)-year period preceding this offer, had one or more Contracts terminated for default by any federal or state agency or local public body.)

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

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

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

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

F. The disclosure **requirement** provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the Contract, the Contractor is indicted for or otherwise criminally or civilly charged by

any government entity (federal, state or local) with commission of any offenses named in this document the Contractor **must** provide immediate written notice to the Procurement Manager 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 Procurement Manager *may* terminate the involved Contract for cause. Still further the Procurement Manager *may* suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Procurement Manager.

31. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors **shall** submit *only* one (1) proposal in response to this RFP.

B. ELECTRONIC SUBMISSION

ONLY ELECTRONIC SUBMISSION VIA THE DESIGNATED EMAIL ADDRESS
(procurementmanager@NMSIF.org)

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

1. Electronic Submission Requirements

- a. **Follow all submission instructions** - Proposals **must** be submitted in the manner outlined in Sections III.B.2 and III.B.3 and organized in accordance with Section III.C. Technical and Cost portions of Offerors proposal **must** be submitted as **separate Adobe PDF's attachments**, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each.
- b. **Complete proposal electronic submittal prior to submission deadline** - ***It is the Offeror's responsibility to ensure all documents are complete and submitted electronically via the designated email address by the deadline set forth in this RFP.*** Please ensure that you, as the Offeror, *allow adequate time for large files and to fully complete your submittal by the deadline.* A submission that is not both: (1) *fully complete*; and (2) *received, via the designated email address by the deadline, will be deemed late.* Further, a submission that is *not fully complete and received via the designated email address by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.* In accordance with statute and rule, **NO LATE OFFER CAN BE ACCEPTED.**
- c. **Submit in an Adobe PDF a single Technical file (attachment) and a single Cost file (attachment), unless a document exceeds 50MB** - The Offeror need *only* submit one (1) single electronic copy (PDF) of each portion of its proposal (one (1) Technical and one (1) Cost), as outlined in Sections III.B.2 and III.B.3. *EXCEPTION: Single electronic files that exceed 50MB may be submitted as multiple attachments, which must be the least number of attachments necessary to fall under the 50mb limit.*
- d. **DO NOT upload .zip files** - We **do not** accept .zip files. See Section II.B.1.d, above, requirements for submitting large PDF attachments.

- e. ***DO NOT*** password-protect proposal documents – The designated email address is only assigned to the Procurement Manager. Confidential information must adhere to the requirements of Section II.C.8 and must be submitted pursuant to Section II.B.2.a.
- f. **Technical Support**
 - i. For assistance with submitting a proposal, call the Procurement Manager (505) 469-6485 or email procurementmanager@NMSIF.org
 - ii. For assistance if the primary contact is no longer employed call (800) 432-2036.

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

- a. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror must submit **two (2) separate ELECTRONIC technical files**:
 - i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2, above, as an unredacted (def. Section I.F.38) version for evaluation purposes; and
 - ii. One (1) **redacted** (def. Section I.F.26) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions must be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

3. **Cost Proposal** – One (1) ELECTRONIC SUBMITTAL (Adobe PDF) of the proposal containing ONLY the Cost Proposal. All information for the cost proposal must be combined into a single file/document Adobe PDF. **EXCEPTION:** Single *electronic files* that exceed 50mb *may be submitted as multiple attachments*, which must be the least number of uploads necessary to fall under the 50mb limit

C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material *may be* used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the

Offeror's proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

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

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Disclosure Form
3. Table of Contents
4. Proposal Summary (**Optional**)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16)
7. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
 - a. Organizational Experience
 - b. Organizational References
 - c. Mandatory Specification
 - d. Desirable Specification
 - e. Financial Stability – (Financial information considered confidential, as defined in Section I.F. and detailed in Section II.C.8, **should** be placed in the **Confidential Information** file, per Section III.B.2.a, as applicable)
 - f. Performance Surety Bond (if applicable)
 - g. New Mexico/Native American Resident or Native Veteran Preferences (if applicable)
8. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (**APPENDIX D**)

Within each section of the proposal, Offerors **should** address the items in the order indicated above. All forms provided in this RFP **must** be thoroughly completed and included in the appropriate section of the proposal. Any and all discussion of proposed costs, rates or expenses **must** occur ONLY in the Cost Proposal.

A Proposal Summary *may be* included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material **will not** be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

One of the goals of the NMSIF is to provide quality claims adjusting and investigation on behalf of our members while employing cost containment methods in the spending of public funds. As part of this program, the NMSIF seeks to contract with a qualified TPA to partner with the NMSIF claims staff to ensure efficient, thorough, and accurate claims handling practices to reach the best possible outcome on behalf of our members.

Overview of Workers' Compensation Claims:

NMSIF Workers' Compensation Claims Administration is funded on a self-insured retention basis of \$ per claim. The TPA also provides medical cost containment and other ancillary services through their managed care division and vendor partners:

1. Medical Bill Review (MBR)
2. Utilization Review (UR)
3. Peer Review (PR)
4. Medical Provider Network (MPN)
5. Pharmacy Benefits Management (PBM)

Claims:

NMSIF has 137 open indemnity claims and 181 medical only.

Medical Bill Review:

In Fiscal Year 2023 - 2024, NMSIF's Medical Bill Review vendor reviews and processes approximately 3500 medical bills totaling approximately \$70,000 annually. NMSIF wants to achieve cost savings through the reduction of these bills, and other cost saving measures including but not limited to services in this RFP.

Workers' Compensation Claims and Member Services:

1. TPA agrees to administer the self-insurance plan of the NMSIF in full compliance with all laws, rules and regulations governing the administration of workers' compensation laws or rules, insurance, self-insurance, or reinsurance.
2. TPA will inform the NMSIF of significant State and Federal case law and legal opinions related to Workers' compensation. The TPA will be responsible to inform all members in writing of these opinions, as directed by the NMSIF.
3. TPA will comply with both Federal and State Governmental laws and rules, including IRS statutes and immunities covering public entities.
4. TPA shall comply with the Medicare and Medicaid Insurance Programs and report data to the Center for Medicare and Medicaid Services (CMS) and will be the designated agent for NMSIF.

6. TPA must provide all the services stated above. Subcontracting services to other firms is or is not allowed, with prior written approval by NMSIF. TPA must obtain written approval by NMSIF before any subcontracting services are performed. No such subcontract shall relieve the primary Contractor from its obligations and liabilities.

Processing Claims and Member Services

1. Review all claim, and loss reports made by the NMSIF or any participating Member or any employee thereof to the TPA and process each claim or loss report in accordance with applicable statutory and administrative notification requirements.
2. Investigate each reported claim or loss to the extent deemed necessary in the performance of its obligations.
3. Arrange for independent investigations of medical or other experts to the extent deemed necessary in connection with processing any qualified claim or loss.
4. Promptly pay any qualified claim, loss or expense in accordance with fair and equitable claims practice.
5. It is the NMSIF's position for the TPA to maintain a conservative reserving practice. If there are any questions in establishing a reserve amount, then it is the TPA's obligation to discuss the circumstance with the Executive Director, Risk Management Director, and General Counsel, and mutually agree on a reserve amount.
6. Perform reasonable and necessary administration and clerical work in connection with qualified claims or losses including approving payments.
7. Maintain a file for each qualified claim or loss which **shall** be subject to review by the NMSIF or its designated agent(s).
8. TPA will notify the excess insurer in accordance with their requirements. The current requirements are:
 - a. All qualified claims or losses with respect to each potential loss you learn of based on any of the following events which exceed (or might in the future exceed) 50% of the Agency's retention (currently a \$2,500,000 Self-Insured Retention (SIR)):
 - i. Any accident involving the following:
 - 1) disability paralysis cases;
 - 2) spinal cord injury;
 - 3) amputation;
 - 3) a permanent total disability as defined in the workers' compensation law;
 - 4) serious burn injury;
 - 5) death;
 - 6) brain injury.

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

10. NMSIF **shall** recommend legal counsel to the TPA for the defense of claims or losses when deemed necessary by the TPA. Prior to assigning counsel, the TPA shall notify the Risk Management Director, with a recommendation to defend the NMSIF or its participating member. Once approval is given by the Risk Management Director, the TPA shall retain the attorney on behalf of the NMSIF. TPA **shall** protect and preserve the interest of the NMSIF and supervise the legal aspects of the NMSIF's, participating entity's and/or the claimant's obligations.

11. The fees and expenses to be paid by the TPA shall be no higher than those approved by NMSIF. TPA is required to request itemized bills, maintain them in each file, and adhere to NMSIF's litigation management practices.

12. When appropriate, utilize compromise and release Agreements and Structured Settlements.

13. Review the development of the self-insurance programs periodically with the NMSIF to identify problems and recommend corrective action.

14. Provide a written Notice of Loss Report to NMSIF when reserves reach \$25,000 that will include a description of the claim, adjuster's comments, etc.

15. All adjusting **will** be conducted in New Mexico. If checks are mailed or distributed out of state, please identify the location and NMSIF **shall** process.

16. Update, if necessary, the NMSIF's claims procedures pertaining to claim administration for use by the Member. The procedures will be updated and distributed to all participating entities annually. All costs associated with these procedures will be the TPA's responsibility.

17. Participate in the orientation of the NMSIF's personnel who are directly or indirectly involved in the processing of qualified claims or losses.

18. Meet excess carrier reporting provisions on a timely basis.

19. The TPA will confer with the NMSIF during all stages of any legal proceedings to ensure that all facts and investigations are obtained and are timely. NMSIF reserves the right to assign any claim to an independent adjusting firm.

20. Pursue subrogation efforts on all claims where applicable.

21. Consult with key personnel of the NMSIF on the establishment and coordination of necessary procedures and practices to meet any applicable requirements and the needs of NMSIF.

22. Comply with all regulations required by the New Mexico Workers' Compensation Administration.
23. Assemble and maintain an index of employers, locations and/or departments participating in the NMSIF's coverage. TPA will also subscribe and participate in the Workers' Compensation Administration EDI and will file all claims.
24. Distribute claims procedures, if necessary; information booklets; claim forms; and other forms utilized in the administration of the various coverages.
25. Monitor the treatment programs recommended for employees by physicians, specialists, and other health care providers by reviewing all initial reports and by preparing and maintaining such contact with these providers as may be appropriate in the judgment of the TPA.
26. As NMSIF directs, assist in interpreting medical reports to consider the circumstances under which an ill or injured employee who desires to do so could return to work in the shortest period.
27. Assist NMSIF in arranging for rehabilitation or retraining of employees when appropriate.

28. Either hard copy claim report formats or on-line reports will be agreed upon by both parties prior to use. Significant or large loss reports will be distributed to NMSIF, all its Members, and to the NMSIF's Consultant/Broker. Some of the reports that will be required to be available to the NMSIF and Members after the close of each month, are as follows:

Minimum Report Standards:

1. Claim Composite Report:

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

2. Open Claim Detail Report:

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

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

NMSIF's loss experience claim detail for open claims and grouped by Member with summary claim counts where the Total Incurred amount is \$100,000 or more. Each claim displays claimant name, claim number, loss date, injury, body part, cause and costs are broken out by Total Paid,

Outstanding Reserves, and Total Incurred in each cost type including Medical, Indemnity, Expense, Recovery, Total Incurred, Carrier Reimbursement, and Net incurred.

4. Reopened Claims:

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

Pharmacy Benefit Management (PBM):

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

Medical Bill Review (MBR):

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

1. TPA **shall** load all the NMSIF payment history data available from the prior contractor (s), if applicable, regardless of the amount of data or payment date at no cost to the NMSIF.
2. Provide state of the art medical bill review services in accordance with good bill review practices, consistent with industry standards. The TPA **shall** review medical bills, including those that fall outside of a fee schedule or Preferred Provider Organization (PPO) network for compliance with the New Mexico Health Care Provider's Fee Schedule, and agree to review and process properly coded medical bills within five (5) business days of receipt of the bill.
3. HIPPA Compliance **shall be** strictly enforced.
4. Ensure all treatment is in accordance with applicable time standards and medical protocols that adhere to New Mexico Workers' Compensation Administration Rules and other evidence based medical treatment guidelines
5. The TPA's medical bill review platform **shall** accurately evaluate and reduce provider charges in compliance any Physician services and Non-Physician Practitioner Services applicable in New Mexico and have the capability to integrate PPO and Medical Provider Network (MPN) networks for additional reductions.
6. The TPA **must** agree not to charge the NMSIF for the identification of any duplicate bills nor charge more than one time for any bill that has been reviewed. The TPA **shall** respond to provider inquiries regarding medical bill review activities and to the TPA within thirty (30) days regarding any specific medical bill review issues.

7. The TPA **shall** comply with all Independent Medical Bill Review (IMBR) statutes and regulations and provide robust IMBR appeal services at no additional cost to the NMSIF. The TPA **shall** deny charges for all items not required or approved by the TPA for the injury described and identify all unauthorized charges to ensure billing does not exceed parameters of the Injured Worker's Treatment Plan.
8. The TPA **shall** provide an Explanation of Review (EOR) for each medical bill reviewed. The TPA, at no cost to the NMSIF or its TPA, **shall** provide access to the TPA's medical bill review portals to determine medical bill review status, view medical bills/reports, and view reductions.
9. The TPA **shall** handle all provider inquiries regarding medical bill reductions as well as the status of the medical bill.
10. Provide hospital bill audits, EOR's, and reports to the NMSIF under HIPPA compliance

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a. provide a detailed description of relevant experience with both the governmental and private sector. Response **should** include firm and staff qualifications and experience and proposed staffing plan.
- b. indicate how many independent claims adjusting and/or investigation assignments have been completed in the last two years and what percentage of business revenue is derived from such assignments;
- c. describe at least two successes and failures of independent claims adjustment assignments. **Include how each experience improved the Offeror's services.**

2. Organizational References

Offer **must**:

Provide three (3) external references from similar projects/programs, performed for private, state, or large local government clients within the last three (3) years that *should be* received by the designee identified on **APPENDIX F**, Organizational Reference Questionnaire ("Questionnaire"). Any submitted references must be received by the deadline stated on **APPENDIX F**.

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

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

The references to whom the Offeror provides the Questionnaire **must submit the Questionnaire directly to the designee identified on APPENDIX F. The references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed Questionnaires are submitted **on or before the deadline stated on APPENDIX F. NO LATE QUESTIONNAIRES CAN BE ACCEPTED.**

Offerors are encouraged to request that their chosen references provide detailed and informative comments.

The Offeror, itself, *does not* need to submit anything for this Specification in its proposal. The Offeror *may*, if it chooses, include a list of all organizations to whom Offeror sent the Organizational Reference Questionnaire (**APPENDIX F**).

3. Mandatory Specifications

Offeror **must** provide **statements of concurrence** for mandatory specifications. All mandatory specifications are included in the attached (**APPENDIX G**).

- 1. Enter your response (Yes, No, Partially) for EACH specification. Blank spaces will be considered a No answer.
- 2. *Notes exceptions are only to be used if you answer No or Partially in the previous column.* You will be limited to 500 words or less.

4. Desirable Specifications

Offeror **must** submit a brief narrative which addresses all desirable specifications. All desirable specifications are included attached (**APPENDIX G**) and Offerors **must** address each of these in their responses.

- 1. Enter your response (Yes, No, Partially) for EACH specification. Blank spaces will be considered a No answer.
- 2. *Notes exceptions are only to be used if you answer No or Partially in the previous column.* You will be limited to 500 words or less.

NOTE: OFFEROR SHOULD SUBMIT ONE NARRATIVE ADDRESSING BOTH MANDATORY AND DESIRABLE SPECIFICATIONS.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

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

2. Performance Surety Bond

If required, Offeror(s) must have the ability to secure a Performance Surety Bond (\$50,000) in favor of the NMSIF to insure the Contractor's performance upon any subsequent Contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the NMSIF at time of Contract award. A Statement of Concurrence, as defined in Section I.F.37, must be submitted in the Offeror's proposal

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in **APPENDIX E**. The form **must** be completed and **must** be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

4. Campaign Contribution Disclosure Form

The Offeror **must** complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This **must** be accomplished whether or not an applicable contribution has been made. (See **APPENDIX B**). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

5. Cost

Offerors **must** complete the Cost Response Form in **APPENDIX D** using the specifications contained within the RFP as a guide.

6. New Mexico/Native American Resident or New Mexico/Native Veteran Preferences

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native **Resident Preference Certificate or** its valid New Mexico/Native American **Resident Veteran Preference Certificate**, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Factors <i>(Correspond to Sections IV.B and IV.C)</i>	Points Available
B. Technical Specifications (750 Total Points)	
B. 1. Organizational Experience	250
B. 2. Organizational References	100
B. 3. Mandatory Specifications	240
B. 4. Desirable Specifications	160
C. Business Specifications (250 Total Points)	
C.1. Financial Stability	Pass/Fail
C.2. Performance Surety Bond	Pass/Fail
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C.5. Cost	250
TOTAL POINTS AVAILABLE	1,000
C.6. New Mexico / Native American Resident Preference	80
C.6. New Mexico / Native American Resident Veteran Preference Points per Section IV C.6	100

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

Technical Specifications

1. B.1 Organizational Experience (See Table 1)

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

2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to the questions provided on the Questionnaire (**APPENDIX F**). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by

each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. References not received by the stated deadline on **APPENDIX F** will earn zero (0) points. *“For example: if two (2) references are received, the Offeror would only be eligible for a maximum of two-thirds (2/3) the total available points.”*

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information at the same time.

3. B.3 Mandatory Specifications

Points will be awarded on how well the proposal details the way in which each Mandatory Specifications item is met by the Offeror’s proposal. Items listed in Section IV B.4 are worth a maximum of 40 points for each mandatory item for a total of 240 for all Mandatory items. If the proposal does not address a Mandatory Specification, then 0 points will be awarded for that item.

4. B.4 Desirable Specifications

Points will be awarded on how well the proposal details the way in which each Desirable Specification is met by the Offeror’s proposal. Items listed in Section IV B.4 are worth a total of 160 points. If the proposal does not address a Desirable Specification, points will be deducted for that item

C. BUSINESS SPECIFICATIONS

1. **C.1 Financial Stability (See Table 1)**
Pass/Fail only. No points assigned
2. **C.2 Performance Bond (See Table 1)**
Pass/Fail only. No points assigned.
3. **C.3 Letter of Transmittal (See Table 1)**
Pass/Fail only. No points assigned.
4. **C.4 Campaign Contribution Disclosure Form (See Table 1)**
Pass/Fail only. No points assigned
5. **C.5 Cost (See Table 1)**
250 points assigned.

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

Lowest Responsive Offeror’s Cost

----- X Available Award Points

Each Offeror's Cost

6. C.6. New Mexico/Native American Resident Preferences

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

A. New Mexico Resident Business Preference / Native American Resident Preference

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. New Mexico/Native American Resident Veteran Preference

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

D. EVALUATION PROCESS

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

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

THIRD-PARTY ADMINISTRATOR (TPA) SERVICES FOR WORKERS' COMPENSATION
CLAIMS
RFP #2025-9

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form on or before **June 18, 2025, no later than 4:00PM MST/MDT** *does not* prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION:

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Fran Dunaway, Procurement Manager

E-mail: procurementmanager@NMSIF.org

Subject RFP #2025-9 Line: TPA Services for Workers' Compensation Claims

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any:

Linda Calhoun, CMO, Mayor of Town of Red River

Greggory Hull, Mayor, City of Rio Rancho

Michael Miller, Mayor, City of Portales

Randall Ryt, Council Member, City/County of Los Alamos

Neil Segotta, CMO, Mayor of City of Raton

Eddie Trujillo, Judge, City of Las Vegas

Stephen Aldridge, Mayor of City of Jal

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature _____ Date _____

Title (position)

—OR—

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

Signature _____ Date _____

Title (Position)

APPENDIX C

DRAFT CONTRACT

AGREEMENT BETWEEN
NEW MEXICO SELF INSURER'S FUND
AND
NAME OF CONTRACTOR
WORKERS' COMPENSATION ADMINISTRATIVE SERVICES

Whereas, the New Mexico Self Insurer's Fund ("Fund") has the authority to employ Contractors and other advisors to assist it in accomplishing its business; and

Whereas, the Fund has need for the services detailed below; and

Whereas, the Contractor below desires to enter into an Agreement with the Fund to provide such services;

NOW THEREFORE, the Fund and Contractor enter into this Agreement as of the date of the final signature appended below.

1. Scope of Work. The Contractor shall provide quality workers' compensation claims adjusting and investigation, medical bill review and, pharmacy benefit management services on behalf of our members while employing cost containment methods in the spending of public funds. As part of this program, the NMSIF seeks to contract with a qualified third-party service for workers compensation claims to partner with the NMSIF claims staff to ensure efficient, thorough, and accurate claims handling practices to reach the best possible outcome on behalf of our members. Contracted adjusters may be assigned to work on claims in any or all of the following areas at the discretion of the NMSIF (**ATTACHEMENT G**). Compensation. The Contractor will be paid in accordance with the billing rates included as an exhibit hereto.

Generally:

a. The Fund shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work and at the rates outlined in **Exhibit A**, a total amount not to exceed

DOLLAR AMOUNT, plus applicable gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Fund when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

- a. Payment is subject to availability of funds. All invoices must be received by the Fund not later than fifteen (15) days after the termination of the fiscal year in which the services were rendered. Invoices received after such date *may not* be paid.
- b. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Fund finds that the services are not acceptable, within thirty (30) 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 the steps Contractor may take to provide remedial action. Upon certification by the Fund that the services have been received and accepted, payment shall be tendered to Contractor within thirty (30) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Fund shall in no event incur late charges, interest, or penalties for failure to make payment within the time specified above.

2. Term. The term of this Agreement shall begin on the date of the last signature appended below and end on **June 30, 2029**, unless terminated sooner pursuant to the provisions of Paragraphs 4 or 21.
3. Early Termination.
 - a) This Agreement *may be* terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination.
 - b) Except as otherwise expressly allowed or provided under this Agreement, the Fund'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 FUND'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*
 - c) Termination Management. Immediately upon receipt by either the Fund or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Fund; 2) comply with all directives issued by the Fund in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Fund shall direct for the protection, preservation, retention or transfer of all property titled to the Fund and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the

Contractor with contract funds shall become property of the Fund upon termination and shall be submitted to the Fund as soon as practicable.

4. Subcontractor. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Fund. All fees and costs of any approved subcontractor shall be billed by the Subcontractor directly to the Contractor and paid by the Contractor to the Subcontractor.
5. Status of Contractor. The Contractor and any subcontractors are independent Contractors performing services for the Fund and are not employees of the Fund. The Contractor and any subcontractors shall not accrue leave, retirement, insurance, bonding, use of Fund vehicles, or any other benefits afforded to employees of the Fund by virtue of this Agreement.
6. Assignment. Except as *may be* otherwise provided in Paragraph 4, the Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Fund.
7. Records and Audit. The Contactor shall maintain for three (3) years from the expiration or termination of this Agreement detailed time records which indicate the date, time, and nature of services rendered. The records shall be subject to inspection by the Fund, its executive committee or board of directors, and any auditor retained by the Fund. The Fund shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Fund to recover excessive or illegal payments.
8. Hold Harmless and Indemnity Agreement. Contractor shall hold harmless and indemnify the Fund, its officers, employees, agents, and attorneys from all claims, liabilities, obligations, losses and the like, asserted by any third parties arising from or caused by the Contractor's acts, negligence, misrepresentation, fraud, including but not limited to any claim resulting from Contractor's breach and/or any breach by an agent or vendor of Contractor's

confidentiality obligations set forth herein. This indemnity and hold harmless agreement shall include reimbursement of all attorney fees, costs, and expenses incurred by the Fund, its officer, employees, agents, and attorneys in defending any such action.

9. Indemnification Procedure. The Fund shall promptly notify the Contractor in writing of any action for which the Fund believes it is entitled to be indemnified. The Fund (“Indemnitee”) shall cooperate with the Contractor (“Indemnitor”) at the Indemnitor’s sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee’s failure to perform any obligations under this paragraph will not relieve the Indemnitor of its obligations except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its choosing.
10. Release. Upon final payment for the amount due under this Agreement, the Contractor shall release the Fund, its officers, employees, agents, and attorneys from all liabilities, claims, and obligations for amounts due under this Agreement, unless the Contractor has express written authority to do otherwise, and then only within the strict limits of that authority.
11. Confidentiality. Any information obtained by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of the Fund. The following information is excluded from this paragraph: a) information which is already in the public domain, or which enters the public domain, or which enters the public domain under any circumstances other than a wrongful act by the Contractor; b) information received by the Contractor from any

third party without similar restrictions and without a breach of the Agreement; or c) information lawfully required to be disclosed by any governmental agency or applicable law.

12. Insurance. Contractor shall procure and maintain during the term of this Agreement a comprehensive general liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the Fund by the Contractor.
13. Conflict of Interest. The Contactor warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
14. Amendment. This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties.
15. Merger. This Agreement incorporates all the Agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior Agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless contained in this Agreement.
16. Applicable Law. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper *only* in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.
17. Waiver. No waiver of any breach of this Agreement or any of the terms or conditions hereof shall be held to be a waiver of any other or subsequent breach, nor shall any waiver be valid unless the same shall be in writing and signed by the party alleged to have granted the waiver.

18. Work Product. All records, work product, documentation, or other materials prepared by the Contractor pursuant to this Contract of any kind relating to the Fund shall be the property of the Fund and will be available for inspection or audit by the Fund or its representatives at any time during the Contract period and upon its termination, at which time records *may be* turned over to the Fund or retained by Contractor, as the Fund requests.

19. 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age, ancestry, disability, or handicap, 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 by the Contractor under this Agreement. If the Contractor is found to be in violation of these requirements during the term of this Agreement, the Contractor agrees to take appropriate steps to correct the deficiencies.

20. Appropriations. Payment of any amounts under this Agreement is contingent upon sufficient appropriations and authorizations being otherwise made therefor by the board of directors of the Fund. If, for any reason, sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given to the Contractor by the Fund. Such termination shall not result in any claim for damages by the Contractor. The Fund's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

21. Penalties for Violation of the Law. In addition to the Governmental Conduct Act, the Procurement Code, Sections §13-1-28 through §13-1-199, NMSA 1978, imposes civil and

criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

22. Notice. Notice given pursuant to this Contract shall be provided to the following persons at the following addresses:

a. To the Fund:

Clinton Nicley, Director
New Mexico Self Insurer's Fund
1229 Paseo de Peralta
Santa Fe, New Mexico 87501

b. To the Contractor:

CONTRACTOR NAME
CONTRACTOR ADDRESS

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature appended below.

NEW MEXICO SELF INSURER'S FUND

By: _____
AJ Forte
Title: Executive Director

Date: _____

CONTRACTOR

By: _____
Title: _____

Date: _____

The Agreement included in this APPENDIX C represents the Contract the NMSIF intends to use to make an award. The NMSIF reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

APPENDIX D

COST RESPONSE FORM

Cost/Price: A fee proposal shall be included; list your firm's detailed pricing for the services.

Cost **should** be in the format of flat rate which includes all costs and expenses related to the completion of assigned tasks. **There can be no separate billing for any mileage, photos, reports, copy work, postage, or other expenses.**

ASSIGNMENT	FLAT FEE (FULLY LOADED, FIXED RATE)
TPA Services for Workers Compensation Claims	

To arrive at a single cost that can be used to compare each Offeror's proposal "apples to apples," so to speak, the following process **will** be used.

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

Each of the flat rates will be totaled and then divided by the number of categories to which the Offeror has responded (an Offeror responding to all 6 categories would have the six flat rates totaled and then divided by 6 to arrive at a single number). These single numbers arrived at in this fashion will then be used in the following formula:

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

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E

Letter of Transmittal Form

Please complete this form in its entirety. Failure to **sign and/or submit** this form **will** result in the disqualification of Offeror's proposal.

RFP #2025-9 TPA Services for Workers' Compensation Claims

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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

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

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

3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

No.

Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a government, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

No.

Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all Amendments to this RFP, if any.

Sign: _____ Date: _____
(Must be signed by the individual identified in item #2.A, above.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The NMSIF, as a part of the RFP process, **requires** Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar Contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is **required** to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2.

The business/ organization reference, if it chooses to respond, is **required** to submit its response to the Organizational Reference Questionnaire directly to: Fran Dunaway, Procurement Manager at procurementmanager@NMSIF.org by **June 26, 2025, 4:00 MST/MDT** for inclusion in the evaluation process.

The Questionnaire and information provided **will** become a part of the submitted proposal. Businesses/Organizations providing references *may* be contacted for validation of content provided therein.

RFP # 2025-9 TPA for Workers' Compensation Claims ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

(Name of Offeror/Vendor)

This form is being submitted to your organization for completion as a reference for the Offeror/Vendor listed above. **Once completed, your organization must submit this Questionnaire to the New Mexico Self-Insurers' Fund (NMSIF), via e-mail to:**

Name: Fran Dunaway, Procurement Manager
Email: procurementmanager@NMSIF.org

**Ensure to include in the email subject line: ORQ for (name of offeror/vendor) RFP #2025-9 -WCAS*

Forms **must be** submitted no later than **June 26, 2025, by 4:00 PM MST/MDT** and **must NOT be returned to the offeror/vendor requesting the reference**. References are **strongly encouraged** to provide thorough comments in response to the questions asked. The comments you provide **will** help the NMSIF evaluate the above-referenced Offeror's service history, successful execution of services, and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the Fran Dunaway **Procurement Manager** at (505) 992-3511 or procurementmanager@NMSIF.org. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

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

QUESTIONS:

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

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

Please provide a brief explanation for your rating:

6. Please identify who are/were offerors/vendors' principal representatives involved in your project and how would you rate each representative individually?

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

Name: _____ Rating: _____
Name: _____ Rating: _____
Name: _____ Rating: _____
Name: _____ Rating: _____

Please provide a brief comment on the skills, knowledge, behaviors, or other factors on which you based your rating:

7. How satisfied are/were you with the services rendered and/or products developed by offeror/vendor?

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

Please provide a brief explanation as to why you were or were not satisfied:

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

Please provide a brief explanation as to why you were satisfied:

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

Please provide a brief explanation as to why you were dissatisfied:

10. Would you recommend offerors/vendors' services to your organization again? _____
Yes/No

Why or why not?

11. Is there any other information you wish to share regarding offeror/vendor?

APPENDIX G

MANDATORY AND DESIRABLE SPECIFICATIONS

Mandatory Specification

1. Offeror **must** be able to provide Third Party Administrator Services for Workers' Compensation Claims to the New Mexico Self Insurers Fund (NMSIF) as it relates to this RFP.

A statement of concurrence is required.

2. Offeror is qualified to provide Third-Party Administrator Services for Workers' Compensation Claims in the State of New Mexico as it relates to this RFP.

A statement of concurrence is required.

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

A statement of concurrence is required.

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

A statement of concurrence is required.

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

A statement of concurrence is required.

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

A statement of concurrence is required.

Desirable Specification

- D. Third-Party Administration – TPA

a. Philosophy

Describe your workers' compensation claims philosophy.

b. Staffing and Project Organization

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

c. Work Plan and Technical Approach

- (a) Briefly summarize how the TPA's services in the Proposal will meet or exceed the NMSIF's requirements (refer to the Scope of Work).
- (b) Provide a Transition Plan with specific milestones, tasks, and deliverables to be accomplished by the TPA during the transition period prior to July of 2025. Include the electronic data transfer process.
- (c) Explain any special resources, procedures, or approaches that make the services of the TPA unique and advantageous to the NMSIF.
- (d) Identify any limitations or restrictions of the TPA in providing services that the TPA should be aware of in evaluating the Proposal.
- (e) Describe the TPA's medical management and cost-containment strategy and how it is to be achieved (include, Medical Bill Review (MBR), Medical Provider Network (MPN), Pharmacy Benefit Management (PBM), etc. How does the TPA access information in a timely manner?
- (f) Describe the Company's reserving policies, practices, and standards for review of reserves (e.g. involvement of the supervisor or manager in adjusting reserves). Provide a sample Claim Reserving Sheet.
- (g) Describe the Company's policies or procedures for litigation management.
- (h) Describe the methods used for establishing a legal panel.
- (i) Describe the Company's policies or procedures in reviewing the performance of the legal panel.
- (j) Fully describe the TPA's procedures to avoid penalties and how frequently penalties are imposed on the TPA. Describe the methods recommended to resolve disputes between the TPA and the NMSIF regarding responsibility for penalties that are imposed.
- (k) Medicare Secondary Payer Protocols
 - i. Does your system provide an interface that allows users to easily assess and manage MSP compliance?
 - ii. Describe system installation requirements.
 - iii. How is data entered into the system?
 - iv. Does your system check Medicare eligibility automatically? Is there a per-query cost?

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

II. Information Technology (IT) and Reports

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

III. Medical Bill Review (MBR)

- a) Provide a Transition Plan with specific milestones, tasks, and deliverables to be accomplished by the TPA during the Transition Period prior to July of 2025.
- b) Explain any special resources, procedures, or approaches that make the services of the TPA unique and advantageous to NMSIF.
- c) Identify any limitations or restrictions of the TPA in providing services that the NMSIF should be aware of in evaluating the Proposal.
- d) Describe if MBR is outsourced or internal. Who owns and manages MBR services? If outsourced, describe the interface of systems (if any) and disclose any revenue arrangement with MBR vendor.
- e) Provide a complete description of your medical bill review process with turnaround times. Include how the TPA's process is better than the competition's (if any).
- f) Do any bills get processed differently than described above? If yes, explain.
- g) Describe the process to review Pharmacy Benefit Management (PBM) bills. Do you endorse a review-only process? Or do you believe PBM bills should be reviewed in full, as all other bills? If your organization endorses a full review of PBM bills, describe the benefits to NMSIF for a full review versus a review-only (auto adjudicate) approach.
- h) What percentage of the medical bills are reviewed by a human versus processed electronically?
 - i) Is there a charge to process duplicates or reconsiderations?
 - j) Does your software have the capability to detect fraud, such as aberrant patterns in medical care and illogical patterns in billing?
 - k) Does the software allow you to filter by medical treatment?
 - l) How do you confirm that the claimant received the services being billed?
- m) Outline the procedures used to resolve complaints from medical providers and injured workers. Include your standard turnaround time to address inquiries and resolve complaints.

- n) Describe the methods you employ to identify and prevent over-treatment by medical personnel.
- o) Describe your experience with Independent Medical Bill Review (IMBR) to date. How many requests for review have been received? Describe the procedures followed to process these requests. Provide a list of IMBR requests and outcomes to date. Indicate how adverse outcomes have been addressed with staff and potential errors in medical bill review techniques corrected so the potential for additional IMBR requests for the same issue are avoided.
- p) Describe the methods used to accept electronic medical bills directly from healthcare providers. Include an explanation of how methods will ensure the confidentiality of medical information and medical providers submit medical bills on standardized forms.

VI. Pharmacy Benefits Management (PBM)

- a) Provide an organization chart indicating the names and positions of the team members.
- b) Provide a Transition Plan with specific milestones, tasks, and deliverables to be accomplished by the TPA during the Transition Period prior to July of 2025.
- c) Explain any special resources, procedures, or approaches that make the services of the PBM unique and advantageous to the NMSIF.
- d) Identify any limitations or restrictions of the PBM in providing services that the NMSIF should be aware of in evaluating the proposal.
- e) What percentage of the TPA's organization's PBM business is dedicated to workers' compensation?
- f) Describe the adjudication process for authorizing prescriptions.
- g) What is the size of the TPA's retail pharmacy network? Has any chain ever opted out or been otherwise excluded from your network?
- h) Does the TPA have a Workers' Compensation-specific formulary? Is it customizable?
- i) Does the TPA have a no-risk First Fill Program? Please provide details.
- j) How does the TPA handle third-party bills?
- k) Does the TPA have a mail order pharmacy?

- l) Describe any Clinical Intervention Programs that control utilization and increase patient safety.
- m) What are the customer service hours for live support?