

NEW MEXICO SELF-INSURERS' FUND

REQUEST FOR PROPOSALS (RFP)

RFP 2021-6: PHARMACY BENEFIT MANAGEMENT SERVICES



RFP Release Date: 03/19/2021

Proposal Due Date: 04/16/2021

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract(s) through competitive negotiations for the procurement of pharmacy benefit management (PBM) services from a qualified provider for a worker's compensation self-insured pool of New Mexico municipalities. The NMSIF seeks to partner with a qualified PBM provider to manage the spend on prescription drugs through various means of cost containment.

In addition to information concerning the services being sought by the NMSIF, this RFP also contains the RFP Submission Questionnaire (Appendix E) in which the required information can be filled in and to which other mandatory listed items within the questionnaire can be attached. By carefully completing the Questionnaire, interested parties can ensure they submit a complete and responsive proposal.

B. BACKGROUND INFORMATION

The New Mexico Self-Insurers' Fund, a self-insured pool comprised of New Mexico municipalities and other special districts created by its members, is based in Santa Fe, New Mexico. The program provides worker's compensation, liability, and property insurance coverages to the majority of incorporated New Mexico municipalities. Current membership consists of 118 members who employ over 7500 covered lives. While it is our continued goal for each of these individuals to work safely as they serve their communities, in the event that a worker suffers a work-related injury, the NMSIF staff is dedicated to seeing that the injured worker receives the needed medical care so that they can return to work as soon as possible. In FY 2020, the Fund received 620 new worker's compensation claims. The pharmacy spend for that same period was \$341,575.

**NMSIF
MEMBERS**

Alamogordo	Hatch	Springer
Angel Fire	Hope	Sunland Park
Anthony	House	Taos
Artesia	Hurley	Taos Ski Valley
Aztec	Jal	Tatum
Bayard	Jemez Springs	Texico
Bernalillo	Kirtland	Tijeras
Bloomfield	Lake Arthur	Truth or Consequences
Bosque Farms	Las Vegas	Tularosa
Capitan	Logan	Vaughn
Carlsbad	Lordsburg	Virden
Carrizozo	Los Lunas	Wagon Mound
Causey	Los Ranchos de Abq	Willard
Santa Clara	Loving	Williamsburg
Chama	Lovington	County of Los Alamos
Cimarron	Magdalena	Southwest Solid Waste Authority
Clayton	Maxwell	Albq Metro Arroyo Flood Control Authority
Cloudcroft	Melrose	Clayton Housing Authority
Clovis	Mesilla	Eastern Plains Council of Govts.
Columbus	Milan	REDA -Regional Emergency Dispatch Authority
Corona	Moriarty	Elephant Butte Irrigation District
Corrales	Mosquero	Greentree Solid Waste Authority
Cuba	Mountainair	METRO Narcotics Agency
Deming	Pecos	MVRDA - Regional Dispatch Authority
Des Moines	Peralta	Sierra County Regional Dispatch
Dexter	Portales	South Central Council of Govts.
Edgewood	Raton	South Central Regional Transit District
Eagle Nest	Red River	South Central Solid Waste Authority
Elephant Butte	Reserve	Estancia Valley Solid Waste Authority
Elida	Rio Communities	Raton Public Service Company
Encino	Rio Rancho	Raton Housing Authority
Estancia	Roswell	Carlsbad Irrigation District
Eunice	Roy	Fort Sumner Irrigation District
Folsom	Ruidoso	EMW Gas Association
Fort Sumner	Ruidoso Downs	Eastern NM Natural Gas
Gallup	San Jon	Vermejo Conservancy District
Grady	San Ysidro	North Central Regional Transit
Grants	Santa Rosa	Valencia Co. Regional Emergency Comm Ctr.
Hagerman	Silver City	SSCAFCA

C. SCOPE OF PROCUREMENT

The scope of this procurement is to contract with a qualified PBM provider that will implement a plan to provide accurate and efficient prescription drug services to our members while maximizing the spend of public funds.

Successful Offerors should anticipate beginning services on the date approved by the NMSIF for the initial term of one year. The NMSIF reserves the option of renewing the initial contract(s) on an annual basis for three (3) additional years or any portion thereof for the purpose of meeting the pool's needs as identified in the scope of work. In no case will the contract(s), including all renewals thereof, exceed a total of four (4) years in duration.

D. PROCUREMENT MANAGER

1. NMSIF has assigned a Procurement Manager who is responsible for the conduct of this procurement whose contact information is listed below:

Name: Kathy Hennessy, Procurement Manager
Address: New Mexico Municipal Fund
P.O. Box 846 Santa Fe, NM 87504
Telephone: (505) 982-5573 ext. 529
Email: procurementmanager@nmml.org

2. Any inquiries or requests regarding this procurement should be submitted in writing to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other Fund employees or Evaluation Committee members do **not** have the authority to respond on behalf of the NMSIF.
3. **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 DELIVERY

All deliveries of proposals must be submitted via the designated email address and labelled as follows:

Designated Email : procurementmanager@nmml.org
Technical Subject Line: RFP #2021-6 PBM Services - Technical
Cost Subject Line: RFP #2021-6 PBM Services - Cost

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 8:30 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
3. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
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 NMSIF.
7. **“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.
8. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
9. **“Electronic Submission”** means a successful submittal of Offeror’s proposal to the designated email address: procurementmanager@nmml.org.

10. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
11. **“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.
12. **“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.
13. **“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.
14. **“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.
15. **“IT”** means Information Technology.
16. **“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.
17. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
18. **“NMSIF”** means the New Mexico Municipal Fund.
19. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
20. **“Procurement Manager”** means any person or designee authorized by NMSIF to enter into or administer contracts and make written determinations with respect thereto.
21. **“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.

22. **“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.
23. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
24. **“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.
25. **“Responsive Offer”** 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.
26. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
27. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (e.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
28. **“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.

G. PROCUREMENT LIBRARY

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

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
Procurement library location: <https://www.nmml.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 make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	NMML	03/19/2021
2. Acknowledgement of Receipt Form	Potential Offerors	03/31/2021
3. Deadline to submit Questions	Potential Offerors	04/02/2021
4. Response to Written Questions	Procurement Manager	04/06/2021
5. Submission of Proposal	Potential Offerors	04/16/2021
6.* Proposal Evaluation	Evaluation Committee	04/19/2021 – 04/27/2021
7.* Selection of Finalists	Evaluation Committee	04/28/2021
8.* Best and Final Offers	Finalist Offerors	04/29/2021
9.* Oral Presentation(s)	Finalist Offerors	04/30/2021 - 05/04/2021
10.* Finalize Contractual Agreements	NMML/Finalist Offerors	05/06/2021 - 05/20/2021
11.* Contract Awards	Agency/ Finalist Offerors	05/21/2021
12.* Protest Deadline	NMML	06/07/2021

*Dates indicated in Events 6 through 12 are estimates only and may be subject to change without necessitating an amendment to the RFP.

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.

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico Municipal Fund on March 19, 2021.

2. Acknowledgement of Receipt

Potential Offerors must e-mail the Acknowledgement of Receipt Form (APPENDIX A) to the Procurement Manager at procurementmanager@nmml.org to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 3:00 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 3:00 pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

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

An electronic version of the Questions and Answers will be posted to:
<https://www.nmml.org>

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.**

Proposals must be addressed and delivered to the designated email address and labeled as specified in Section I.E . Proposals submitted by facsimile, or other electronic means other than through the designated email address, procurementmanager@nmml.org, 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 will select and the Procurement Manager will notify the finalist Offerors which it considers most advantageous based upon the technical criteria of the RFP.

8. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. Due to COVID-19 restrictions, any oral presentations will be held via Zoom meeting. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and NMSIF.

10. Finalize Contractual Agreements

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

11. Contract Awards

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

12. Protest Deadline

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

**Protest Manager c/o New Mexico Self-Insurers' Fund
P.O. Box 846
Santa Fe, NM 87504**

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the NMSIF 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 not 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, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. 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 Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

If a request is received for disclosure of proprietary or confidential materials, the 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 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 its 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 effected 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) 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. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the NMSIF (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The 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 Agency and will result in disqualification of the Offeror's proposal.

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

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

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the 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.20. 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 agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the New Mexico Self-Insurers' Fund. If the RFP is cancelled, all responses received shall be destroyed by the NMSIF unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

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 procuring 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://www.nmml.org>

28. New Mexico Employees Health Coverage

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

insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

- c. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- d. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

- a. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
- b. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
- c. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;

- d. Describe any relationship with any other entity (such as state agency, governmental entity, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
- e. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

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

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the

liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the 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 NMSIF, 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.

32. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors **must** include a copy of their preference certificate with their 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>.

A. New Mexico Business Preference

A copy of the certification must accompany Offeror's proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany Offeror's proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply if the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Electronic Responses

For proposals submitted electronically, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. Separate the proposal as described below into separate emails for submission.

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

- a. **Technical Proposals** – One (1) ELECTRONIC file 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 for electronic submission. The Technical Proposals **SHALL NOT** contain any cost information.
 - 1) **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files**:
 - One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
 - One (1) **redacted** (def. Section I.F.27) ELECTRONIC version, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
- b. **Cost Proposals** – One (1) ELECTRONIC file of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for electronic submission**.

For technical support issues contact Procurement Manager at the following email address: procurementmanager@nmml.org.

The **ELECTRONIC** submission must be received no later than the time and date indicated in Section II.B.6, Sequence of Events, Submission of Proposals and must be delivered in full to the designated email address by the submission deadline in Section II.B.6.

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

C. PROPOSAL FORMAT

Organization of electronic Proposal Content.

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

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

1. Signed Letter of Transmittal
2. Signed Campaign Contribution 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 Electronic Proposal (Cost))**
 - a) Organizational Experience
 - b) Organizational References
 - c) Oral Presentation (if applicable)
 - d) Mandatory Specification
 - e) Desirable Specification
 - f) Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** binder, per Section II.B.1.a.i or Section II.B.2.a.i, as applicable)
 - g) Performance Surety Bond (if applicable)
 - h) New Mexico Preferences (if applicable)
8. Other Supporting Material (if applicable)

Electronic Proposal: Cost Proposal-

1. Completed Cost Response Form

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 Propoosal.**

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 care to the injured worker while employing cost containment methods in the spending of public funds. As part of that program, the NMSIF seeks to contract with a qualified PBM service provider to ensure efficient and accurate handling of prescription drug benefits for injured workers using the appropriate pricing networks and fee schedules of the State of New Mexico. q

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a. provide a detailed description of relevant corporate experience with both governmental and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of claims management. All claims management provided to private sector will also be considered;
- b. indicate how many claims management engagements have been implemented in the last two years and what percentage of business revenue is derived from claims management engagements;
- c. describe at least two project successes and failures of a claims management engagement. **Include how each experience improved the Offeror's services.**

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, state or local government clients within the last three (3) years.

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

- a. Client name;
- b. Project description;

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

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.**

It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Mandatory Specifications

Offerors should respond in the form of a thorough narrative to each specification unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly. Offerors must respond to all Mandatory Requirements. Failure to meet these requirements will render the proposal nonresponsive and the proposal will not receive any further consideration.

- a. Offeror shall be licensed to conduct business in the State of New Mexico and shall comply with all applicable state laws and regulations including laws protecting the privacy of the injured worker’s information in providing PBM services to the Fund.
- b. Offeror shall provide the number of years the company has been in the business of providing prescription benefit management services.
- c. Offeror shall disclose all merger and/or acquisition activity involving its organization over the last three (3) years and whether the firm is in the process of, or in negotiations toward, being sold.
- d. Offeror shall provide detailed information describing the background and specific industry experience for all staff providing prescription benefit management services. Offeror shall include the minimum requirements for education,

experience and training for all positions. Offeror shall provide a summary of the qualifications, licenses/credentials, and areas of expertise and years of experience maintained by professional staff.

- e. Offeror shall work with Fund staff to establish formulary to be applied in filling the injured worker's prescriptions. Offeror shall obtain prior approval from the adjuster for drugs not included in the formulary and for any compound drugs.
- f. Offeror shall address utilization to verify that prescriptions being provided are related to and appropriate for the worker's injury and to address any misuse, over-use or abuse of prescription drugs.
- g. Offeror shall obtain prior approval prior to processing any early fills.
- h. Offeror shall have the ability to provide both physical and electronic prescription cards.
- i. Offeror shall detail the terms of its first fill program including who bears the first fill risk and shall provide examples.
- j. Offeror shall provide details on its network structure, current network penetration, and its procedures for handling out-of-network prescriptions and paper bills.
- k. Offeror shall provide an option for mail order prescriptions to address the rural location of many of the Fund's members.
- l. Offeror shall provide transparent billing to clearly show all network savings, discounts, and rebates.
- m. Offeror shall provide an online portal through which adjusters can access all claimant data, notify provider of new claims, initiate card services, make approvals and run reports. Offeror shall provide documentation detailing the architecture, functionality and navigation of your pharmacy benefit system, and an explanation of any features that differentiate your software from other software.
- n. Offeror shall provide a detailed implementation plan for providing a seamless transition to provider's platform. The detailed plan shall identify the team assigned to manage the implementation process, set forth a timeline for the project, explain the account set up procedures, address the transfer of any applicable historical data, and map out the testing procedures to ensure all transition processes were completed successfully prior to going live.
- o. Offeror shall describe any disaster and back-up plans to ensure availability of the system.

- p. Offeror shall provide annual stewardship reports outlining how the program benefits NMSIF and its members.
- q. Offeror shall provide a detailed pricing plan for each area of service being proposed to the NMSIF. The pricing plan shall include any applicable charges for IT resources, licensing, system utilization and interface, report fees, and any other charges or pricing that NMSIF can expect (one-time data/information requests, set up fees, etc.).
- r. All information obtained by, created by, or utilized by the Offeror for administration of NMSIF business is the property of NMSIF. All property of NMSIF, including electronic records, shall be transitioned to NMSIF no later than 30 days from the conclusion of the contractual relationship between NMSIF and Offeror. Information must be accessible to NMSIF at all times.

4. Desirable Specifications

- a. It is preferred that Offeror provide a user-friendly reporting program which can be used by the adjuster to obtain historical records sortable on various fields in an Excel-compatible environment.
- b. It is preferred that Offeror provide an EDI connection to import data into the Fund's iVOS claims software program and clearly detail any related charges for this service.
- c. It is preferred that Offeror provide a 24-hour hotline for after-hour calls.
- d. It is preferred that Offeror be willing to implement a performance-based incentive structure whereby service rates are adjusted up or down based on savings performance, payment accuracy, file exchange accuracy, and other financial or operational criteria as defined by NMSIF.
- e. It is preferred that Offeror is willing to provide flexibility in invoicing procedures to accommodate efficiency goals of NMSIF.
- f. It is preferred that Offeror address any other relevant factors not included in the questions above that Offeror believes are pertinent to the consideration of this RFP.

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 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.** Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

3. 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.**

4. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the NMSIF. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. Due to COVID-19 restrictions, any oral presentations will be conducted via a Zoom meeting.

5. Cost

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

6. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Table 1 Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	200
B. 2. Organizational References	100
B. 3. Mandatory Specification	200
B. 4. Desirable Specifications	100
C. Business Specifications	
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. Oral Presentations	100
C.6. Cost	300
TOTAL POINTS AVAILABLE	1,000
C.7. New Mexico Preference – Resident Vendor Points per Section IV C. 7	50
C.7. New Mexico Preference – Resident Veterans Points per Section IV C.7	100

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

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.

B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix G. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

B.3 Mandatory Specifications (See Table 1)

Points will be awarded on how well the proposal details the way in which each Mandatory Specification is met by the Vendor's proposal. Items listed in Section IV B.3 are worth a total of 200 points. If the proposal does not address a Mandatory Specification, points will be deducted for that item.

B.4. Desirable Specifications (See Table 1)

Points will be awarded on how well the proposal details the way in which each Desirable Specification is met by the Vendor's proposal. Items listed in Section IV B.4 are worth a total of 100 points. If the proposal does not address a Desirable Specification, points will be deducted for that item

C. Business Specifications

C1. Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

C.2 Performance Bond (See Table 1)

Pass/Fail only. No points assigned.

C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

C.5 Oral Presentation (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, NMSIF will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

1. C.6 Cost (See Table 1)

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

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

C.7. New Mexico Preferences

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

A. New Mexico Resident Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Business is 5% of the total points available in this RFP.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

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 will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the NMSIF taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

2021-6: PBM Services

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than the date and time specified in II. A. Sequence of Events. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX F.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

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

Submit Acknowledgement of Receipt Form to:

To: Procurement Manager

E-mail: procurementmanager@nmml.org

Subject Line: RFP 2021-6: PBM Services Receipt Acknowledgement

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the

award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--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

SAMPLE CONTRACT

NEW MEXICO SELF-INSURERS' FUND
AND
[XXXXXXX]
REGARDING [XXXXXXX]

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

Whereas, the Fund has historically administered [XXXXXXX]; and

Whereas, [XXXXXXX] ("Contractor") desires to enter into an agreement with the Fund to provide [XXXXXXX];

NOW THEREFORE, the Fund and Contractor enter into this agreement [XXXXXXX].

1. Scope of Work. The Contractor shall perform the following professional services for the Fund: [XXXXXXX]
2. Compensation. The Contractor will be paid the sum of [XXXXXXX], per annum in bi-weekly installments plus applicable gross receipts tax. The Fund shall also reimburse Contractor for reasonable allowable expenses at cost, not to exceed [XXXXXXX]. The Fund shall reimburse Contractor's allowable expenses as follows:
 - a. Direct reimbursement for gasoline or fuel costs associated with services rendered pursuant to this agreement. Reimbursement for public transportation, when necessary, will equal actual cost of fares. First class accommodations will be utilized only when a lesser rate is not available.
 - b. The Fund shall reimburse Contractor for the reasonable cost of lodging, meals, and entertainment costs incurred when traveling on behalf of the Fund.
 - c. Contractor will be reimbursed for travel on a monthly basis. Reimbursement for travel-related expenses shall not exceed the sum of [XXXXXXX] per quarter.

The Fund will pay all sums due upon receipt of properly-documented invoices from the Contractor. All invoices shall be paid within fifteen (15) days of submission to the Fund.

3. Term. The term of this Agreement shall begin [XXXXXX] and terminate on [XXXXXX], unless terminated sooner pursuant to the provisions of Paragraph 5.
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. Early Termination. 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. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
6. Status of Contractor. The Contractor and any subcontractors are independent contractors performing professional 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.
7. 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.
8. Records and Audit. The Contractor 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.

9. Hold Harmless and Indemnity Agreement. Contractor shall defend, indemnify, and hold harmless the Fund, its respective officers, directors, employees, agents, successors, and permitted assigns from and against all losses, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney's fees, the cost of enforcing any right to indemnification hereunder, arising out of or resulting from any third-party claim against the Fund, its officers, directors, employees, agents, successors, and permitted assigns, 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. 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, or any other acts of professional malpractice. 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.
10. 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.

11. 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.
12. 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.
13. Insurance. Contractor shall, at Contractor's expense, procure an errors and omissions insurance policy naming the Fund as an additional insured in the amount of not less than [XXXXXX].
14. Conflict of Interest. The Contractor 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.
15. Amendment. This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties.
16. Merger. This Agreement shall incorporate 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 the Agreement.

17. Applicable Law. This Agreement shall be governed by the laws of the State of New Mexico and any applicable federal laws.
18. 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.
19. 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.
20. 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.
21. 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.

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

a. To the Fund:

AJ Forte
New Mexico Self-Insurers' Fund
1229 Paseo de Peralta
Santa Fe, New Mexico 87501

b. To the Contractor:

[XXXXXXX]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NEW MEXICO SELF-INSURERS' FUND

[XXXXXXX]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

The Agreement included in this Appendix C represents the contract/price agreement 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	YEAR 1	YEAR 2	YEAR 3	YEAR 4

APPENDIX E
RFP SUBMISSION QUESTIONNAIRE

LETTER OF TRANSMITTAL FORM

APPENDIX E

Letter of Transmittal Form

Items 1-5 must each be completed in full pursuant to Section II.C.30. **FAILURE TO RESPOND TO ALL FOUR ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!** (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 2021-6 PBM Services

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

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

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

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

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:

 (Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

 (Attach extra sheets, as needed)

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

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

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

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The 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. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Procurement Manager at procurementmanager@nmml.org no later than the Submission of Proposal date specified in the Sequence of Events in II. Sequence of Events 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 # 2021-:56 PBM Services
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:**

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the New Mexico Self-Insurers' Fund via e-mail at:

Name: Kathy Hennessy, Procurement Manager
Email: procurementmanager@nmml.org

Forms must be submitted no later than the Submission of Proposal date specified in the Sequence of Events in II. Sequence of Events and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the Kathy Hennessy, NMSIF Procurement Manager at (505) 992-3529 or procurementmanager@nmml.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 description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

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

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS: