

**REQUEST FOR PROPOSALS
FOR HEALTH AND HUMAN
SERVICES CONSULTING
SERVICES**

LEGISLATIVE FINANCE COMMITTEE
325 DON GASPAR – SUITE 101
SANTA FE, NEW MEXICO 87501
(505) 986-4564

ISSUE DATE:
April 08, 2025

NOTICE

The New Mexico 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 bribes, illegal gratuities and kickbacks.

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1. INTRODUCTION AND BACKGROUND

The Legislative Finance Committee (LFC) invites individuals and organizations (Offerors) to submit proposals in accordance with the outlines and specifications contained in this request for proposals (RFP). This RFP contains specific requests for information. In responding to this RFP, Offerors are encouraged to provide any additional information that they believe is relevant.

The purpose of this procurement is to select one or more Contractors with expertise in Medicaid and healthcare policy to provide professional assistance, consulting, data analytics, research, analysis, reports, presentation materials and other tasks as requested by LFC's health and human services staff.

The Contractors may be required to present work products to LFC during specific dates throughout the contracting period, which may require the Contractors to travel to Santa Fe or other locations in New Mexico.

2. SEQUENCE OF EVENTS

<u>Event</u>	<u>Date</u>
A. Release of RFP	April 8, 2025
B. Submission of Proposals	April 23, 2025
C. Evaluation of Proposals	April 24, 2025
D. Final Offeror Selection	April 25, 2025
E. Committee Review of Contract	April 29, 2025
F. Finalize Contract	May 2, 2025

The dates for evaluation of proposals, final offeror selection, contract award and finalization of the contract are subject to change at the discretion of LFC. The effective date of the Contract is tentative and is dependent on the selection date, the length of time required for Contract negotiation and the length of time for processing the Contract.

Contract award will be contingent upon sufficient appropriations and authorization being made to the LFC by the New Mexico Legislature or other funding agency.

The events identified in the schedule above are briefly described below.

A. Release of RFP. This RFP will be advertised in two (2) newspapers of general circulation pursuant to Sections 13-1-104 and 13-1-113 NMSA 1978. The RFP will be published by 9:00 a.m. on April 8, 2025 at https://www.nmlegis.gov/Publications/Request_For_Proposals. Prospective Offerors may direct questions about the RFP to Charles Sallee, LFC Director, 325 Don Gaspar, Suite 101, Santa Fe, New Mexico 87501; telephone (505) 986-4564.

B. Submission of Proposals. Offerors shall submit their proposals and supporting documentation *via email* in electronic format to Annamae Montoya, Procurement Manager, at annamae.montoya@nmlegis.gov. Proposals must be in the format specified in Item 5 of this RFP and must be signed by the Offeror.

The deadline for receipt of proposals by LFC is April 23, 2025, no later than 5:00 p.m., mountain time. Proposals will be time-stamped upon receipt.

All proposals shall be submitted with the email subject line *"Proposal for health and human services consulting services."*

A proposal may be modified by an Offeror prior to the deadline for submission of proposals by emailing a written modification to the above email address. The email subject line shall read *"Modification to proposal for health and human services consulting services."*

A proposal may be withdrawn prior to the deadline for submission of proposals by delivering email notice to the person listed above.

Any proposal or modification received after the deadline for submission of proposals will be considered late. Unless a late proposal is the only one received, no late proposal or late modification will be considered unless it would have been timely but for the action or inaction of the LFC. Time limits will not otherwise be waived.

Proposals will not be opened publicly and will not be open to public inspection until after award of the Contract.

C. Evaluation of Proposals. Proposals will be initially evaluated by the evaluation committee using the criteria listed in Item 7 of this RFP. During the initial evaluation process, the Procurement Manager may seek clarification from Offerors, but shall not negotiate with Offerors. Discussions shall not be initiated by the Offerors.

D. Final Offeror Selection. Based upon its evaluation of the proposals, the evaluation committee will recommend to the New Mexico Legislative Finance Committee for final selection the most advantageous Offeror, taking into consideration the evaluation factors set forth in this RFP as per the sequence of events or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. The Offeror selected to perform the work and those Offerors not selected will be notified in writing by the LFC. Selection does not constitute an obligation to contract with the successful Offeror.

E. Finalize Contract. After final Offeror selection, any contractual agreement resulting from this RFP will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time frame specified, the LFC reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

3. AMENDMENTS TO RFP

If there are any amendments to this RFP, they shall be in writing and shall be emailed to all individuals who have notified the LFC of their intent to respond to the RFP and shall be posted on the legislative website at: https://www.nmlegis.gov/Publications/Request_For_Proposals.

Amendments shall be distributed with sufficient time to allow Offerors to consider the amendments in preparing their proposals. If necessary, the deadline for submission of proposals will be extended by amendment.

The written acknowledgment form sent with the amendment shall be completed by the Offeror and submitted with the proposal as evidence of receipt of the amendment.

4. CANCELLATION OF RFP; REJECTION OF PROPOSALS

The LFC reserves the right to cancel this RFP at any time and for any reason.

Any and all proposals may be rejected in whole or in part when it is in the interest of the LFC to do so. The LFC shall not be responsible for the payment of any costs incurred by the Offeror in the preparation or submission of a proposal.

The issuance of this RFP, the receipt of proposals or the selection of Contractors in no manner obligates the LFC to the eventual purchase of services. This process is solely at the discretion of the LFC and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

5. PROPOSAL FORMAT

Offerors shall include each of the following described components in their proposals. A proposal that fails to include any one of the following components, with the exception of the preference certificate described in Paragraph F of this item, will be deemed unresponsive.

A. Letter of Transmittal. Include the following information:

- (1) the name, address, email address and telephone number of the Offeror;
- (2) the name and telephone number of the primary contact for the Offeror;
- (3) the signature of the Offeror;
- (4) the date of the proposal;
- (5) a statement that the Offeror, if awarded the Contract, will comply with the Contract

terms and conditions set forth in this RFP;

(6) a statement that the Offeror accepts the evaluation factors as set forth in this RFP;
and

(7) a statement that the Offeror's proposal is valid for sixty (60) days after the deadline for submission of proposals.

B. Related Experience and Qualifications. Offerors should identify those individuals who will be involved in providing the services and should include the relevant education, training and prior experience of each listed individual. Additionally, the resumes of all key personnel should be included. This portion of the proposal should demonstrate the extent to which the Offeror is qualified to perform both the scope of work outlined in this RFP and the specific services contained in the description of services portion of the Offeror's proposal.

C. Cost. The Offeror shall state the total maximum cost to the LFC for providing services to the LFC pursuant to the Contract, whether based on an hourly rate or a lump-sum fee for services and include a detailed breakdown of the components of the total maximum cost. The rate will be that agreed upon by the LFC and the Contractor. The Contractor shall be compensated monthly for work performed in the preceding month. The Contractor shall be reimbursed for incurred and separately stated applicable gross receipts taxes.

D. Client References. Offerors shall include a list of references from individuals or organizations familiar with the work of the Offeror and who are aware of the Offeror's performance on tasks or projects of similar range and complexity.

E. Campaign Contribution Disclosure. Offerors shall disclose any campaign contributions pursuant to Section 13-1-191.1 NMSA 1978 and as identified in the Campaign Contribution Disclosure Form in Appendix A of this RFP.

F. Resident Business, Native American Resident Business, Resident Veteran Business and Native American Resident Veteran Business Preference. To receive a resident business, Native American resident business, resident veteran business or Native American resident veteran business preference, pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978, Offerors must include a copy of their preference certificate with the proposal. Certificates for preferences can be obtained through the Taxation and Revenue Department at <https://www.tax.newmexico.gov/businesses/business-preference-certification/>.

6. SCOPE OF WORK

A. The Contractor(s) shall provide various consulting services and work products at the direction of LFC's health and human services staff through June 30, 2026. Such services and work products may include (but would not be limited to):

(1) Professional assistance, consulting, and data analysis for fiscal policy and

performance of health care issues, including Medicaid, state, local public body, and higher education health benefits, behavioral health, and pharmacy benefit manager services;

(2) Monitoring, tracking, and evaluating federal funds reductions and consulting on state responses;

(3) Consulting on the implementation of the 2024 Health Care Delivery and Access Act (HDAA) including tracking and evaluating hospital performance and spending of 75 percent of HDAA hospital proceeds in New Mexico;

(4) Developing performance measures to track the costs of Medicaid for various eligibility categories;

(5) Consulting on policy changes to the state's medical malpractice law to ensure optimal recruitment and retention of medical professionals;

(6) Using artificial intelligence and other software tools to format Medicaid managed care organization data for the analysis and development of dashboards;

(7) Input on work product design including but not limited to the LFC health and human service's team presentations to Legislative committees;

(8) Consulting on health and human services team's work related to healthcare, Medicaid, risk management, insurance, data analytics and other topics as needed; or

(9) Other tasks requested by the LFC Director or the health and human services team and agreed upon by both parties.

B. At the request of the LFC director or health and human services staff, the Contractor(s) shall meet with LFC staff or other relevant persons to discuss the status of the Contractor(s) work and make any adjustments necessary to provide the necessary work as required by the New Mexico Legislative Finance Committee.

C. In providing the services required by Paragraph A of this item, the Contractors are encouraged to use available public information and resources to avoid any duplication of effort and allow for minimization of costs incurred pursuant to the Contract.

7. EVALUATION

The responsible Offeror whose proposal is most advantageous to the LFC shall be selected to perform the services. The inclusion of cost as a factor does not require selection of the lowest cost proposal. The following evaluation factors shall be considered in order of importance:

(1) related experience and qualifications (75%); and

(2) cost (25%).

An additional 8% of the total weight of the factors used in evaluating the proposal will be awarded to an Offeror that provides a copy of the Offeror's resident business or Native American resident business preferences certificate. An additional 10% of the total weight of the factors used in evaluating the proposal will be awarded to an Offeror who provides a copy of the Offeror's resident veteran business or Native American resident veteran business certificate. An Offeror will not be awarded both a resident business preference and a resident veteran business preference or a Native American resident business preference and a Native American resident veteran business preference.

8. CONTRACT TERMS AND CONDITIONS

The Contract between the LFC and the successful Offeror shall contain substantially the following terms and conditions. In the letter of transmittal, the Offeror shall include a statement agreeing to these terms and conditions and explaining any terms or conditions with which the Offeror does not agree.

A. Scope of Work. This portion of the Contract will be drafted following selection of a Contractor to perform the services. It will incorporate the scope of work in Item 6 of this RFP and the description of services from the Offeror's proposal.

B. Compensation. The total compensation shall not exceed the limit specified in the Contract. The total amount shall include applicable New Mexico gross receipts taxes for services, which shall be paid by the Contractor. The hourly rate or other basis for compensation shall be specified in the Contract.

C. Term. The term of the Contract will be determined by mutual agreement of the director of the LFC and the Contractor and incorporated into the Contract.

D. Termination. The Contract may be terminated by either of the parties upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. A party may not nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

E. Status of Contractor. The Contractor is an independent contractor performing professional services for the LFC and is not an employee of the State of New Mexico. The Contractor shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico by virtue of the Contract.

F. Assignment. The Contractor shall not assign or transfer any interest in the Contract or assign any claims for money due or to become due under the Contract without the prior written approval of the LFC.

G. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written approval of the LFC.

H. Records and Audit. The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the LFC and the State Auditor. The LFC shall have the right to audit billings both before and after payment. Payment under the Contract shall not foreclose the right of the LFC to recover excessive or illegal payments.

I. Release. The Contractor shall, upon final payment of the amount due under the Contract, release the LFC, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under the Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed in the Contract by the State of New Mexico, unless the Contractor has express written authority from the LFC to do so, and then only within the strict limits of that authority.

J. Confidentiality. Any information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of the LFC.

K. Product of Service; Copyright. All materials developed or acquired by the Contractor under the Contract shall become the property of the State of New Mexico and shall be delivered to the LFC no later than the termination date of the Contract. Nothing produced, in whole or in part, by the Contractor under the Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

L. Conflict of Interest. The Contractor shall warrant that the Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict with the performance of services required under the Contract.

M. Amendment. The Contract shall not be altered, changed or amended except by an instrument in writing executed by the parties.

N. Merger. The Contract shall incorporate all of the agreements, covenants and understandings between the parties thereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties shall be valid or enforceable unless embodied in the Contract.

O. Applicable Law. The Contract shall be governed by the laws of the State of New Mexico.

P. Waiver. The Contract shall contain a provision that states that no waiver of any breach of the

Contract or any of its terms or conditions shall be a waiver of any other or subsequent breach; a waiver shall not be valid unless it is in writing and signed by the party granting the waiver.

Q. Appropriation. The terms of the Contract are contingent upon sufficient appropriations and authorization being made to the LFC by the New Mexico Legislature or other funding agency. If sufficient appropriations and authorization are not made by the New Mexico Legislature or other funding agency, the Contract shall, notwithstanding the provisions of any other section of the Contract, terminate immediately upon the Contractor's receipt of written notice of termination from the LFC. The LFC's decision as to whether sufficient appropriations and authorization are made by the New Mexico Legislature shall be accepted by the Contractor and shall be final.

R. Notice. 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 bribes, illegal gratuities and kickbacks.

S. Equal Opportunity Compliance. The Contractor shall agree to comply with all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor shall agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age 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 under the Contract. If the Contractor is found to be not in compliance with these requirements during the life of the Contract, the Contractor shall agree to take appropriate steps to correct these deficiencies.

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Section 13-1-191.1 NMSA 1978, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether the prospective contractor, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole-source or small-purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two (2)-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THE PROSPECTIVE CONTRACTOR, A FAMILY MEMBER OR A 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 either 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.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"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.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole-source or a small-purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution(s) Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official(s):

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s):

Purpose of Contribution(s):

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 a representative during the two (2)-year period prior to the submission of this proposal.

Signature

Date

Title (Position)

For the purposes of this disclosure, "applicable public officials" include the following:

- Sen. George K. Muñoz
- Rep. Nathan P. Small
- Rep. Gail Armstrong
- Rep. Brian G. Baca
- Sen. Pete Campos
- Rep. Jack Chatfield
- Rep. Meredith A. Dixon
- Sen. Roberto “Bobby” J. Gonzales
- Rep. Derrick J. Lente
- Rep. Debra M. Sariñana
- Sen. William E. Sharer
- Rep. Michelle Paulene Abeyta
- Rep. Marianna Anaya
- Rep. Janelle Anyanonu
- Sen. Heather Berghmans
- Rep. John. Block
- Sen. Jay C. Block
- Sen. Pat Boone
- Rep. Cynthia Borrego
- Sen. Craig W. Brandt
- Sen. Crystal Brantley
- Rep. Cathrynn N. Brown
- Rep. Micaela Lara Cadena
- Rep. Kathleen Cates
- Sen. Joseph Cervantes
- Rep. Christine Chandler
- Sen. Angel M. Charley
- Rep. Nicole Chavez
- Rep. Eleanor Chávez
- Rep. Catherine J. Cullen
- Rep. Art De La Cruz
- Rep. Rebecca Dow
- Sen. Katy M. Duhigg
- Rep. Mark Duncan
- Sen. Candy Spence Ezzell
- Rep. Joanne J. Ferrary
- Sen. Natalie. Figueroa
- Rep. Doreen Y. Gallegos
- Sen. David M. Gallegos
- Rep. Martha Garcia
- Rep. Miguel P. García
- Rep. Joy Garratt
- Rep. Anita Gonzales
- Rep. Yanira Gurrola
- Rep. William A. Hall
- Sen. Carrie Hamblen
- Rep. Jonathan A. Henry
- Rep. Joseph Franklin Hernandez
- Rep. Joshua N. Hernandez
- Rep. Pamelya Herndon
- Rep. Susan K. Herrera
- Sen. Martin Hickey
- Rep. Dayan Hochman-Vigil
- Sen. Leo Jaramillo
- Rep. D. Wonda Johnson
- Rep. Jenifer Jones
- Sen. Steve D. Lanier

- Rep. Raymundo Lara
- Rep. Charlotte Little
- Sen. Linda M. López
- Rep. Stefani Lord
- Rep. Tara L. Lujan
- Rep. Patricia A. Lundstrom
- Sen. Antonio Maestas
- Rep. Alan T. Martinez
- Rep. Javier Martínez
- Rep. Jimmy G. Mason
- Rep. Marian. Matthews
- Rep. Matthew McQueen
- Rep. Angelita Mejia
- Rep. Tanya Mirabal Moya
- Rep. Rod Montoya
- Rep. Mark Murphy
- Sen. Cindy Nava
- Sen. Micaelita "Debbie" O'Malley
- Rep. Kristina Orteiz
- Sen. Michael Padilla
- Rep. Cristina Parajón
- Sen. Nicholas A. Paul
- Rep. Randall T. Pettigrew
- Sen. Shannon D. Pinto
- Sen. Harold Pope
- Sen. Gabriel Ramos
- Rep. Andrea Reeb
- Rep. Andrea Romero

- Rep. G. Andrés Romero
- Rep. Patricia Roybal Caballero
- Rep. Angelica Rubio
- Rep. Joseph Sanchez
- Sen. Joshua A. Sanchez
- Sen. Larry R. Scott
- Sen. Antoinette Sedillo Lopez
- Rep. Elaine Sena Cortez
- Rep. Linda Serrato
- Sen. Benny Shendo Jr.
- Rep. Sarah. Silva
- Sen. William P. Soules
- Sen. Elizabeth "Liz" Stefanics
- Sen. Jeff Steinborn
- Sen. Mimi Stewart
- Rep. Reena Szczepanski
- Rep. Luis M. Terrazas
- Rep. Elizabeth "Liz" Thomson
- Sen. Anthony L. Thornton
- Sen. Nicole Tobiassen
- Rep. E. Diane Torres-Velásquez
- Sen. James G. Townsend
- Sen. Linda M. Trujillo
- Rep. Harlan Vincent
- Sen. Peter Wirth
- Sen. Pat Woods
- Rep. Martin R. Zamora