

New Mexico Corrections Department

REQUEST FOR INFORMATION

**NMCD RESIDENTIAL BEHAVIORAL
HEALTH TREATMENT SERVICES**



RFI# 26-770-1702-00001

RFI Release Date: Monday, February 23, 2026

Responses Due Friday, April 3, 2026

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR INFORMATION

The purpose of the Request for Information (RFI) is to gather information and solicit responding data for the purpose of conducting thorough reviews of potential service providers. Data collected will be used to establish a contract through negotiations for the procurement of NMCD Residential Treatment Health Services for a term of 4 (Four) years with added benefits to extend for two additional years if proven most advantageous to the New Mexico Corrections Department (NMCD). NMCD also referred to as the Agency in this RFI, is seeking a qualified Respondent that has proven experience and expertise to perform services described in this request for information. Services will be provided to male clients on probation and/or parole supervision at the New Mexico Men's Recovery Academy (currently located in Los Lunas, NM). This document provides information related to the SOW, the procedure, and criteria by which the Vendor(s) will be selected, and the contractual terms which will govern the relationship between the State of New Mexico ("State") and the awarded Vendor.

B. BACKGROUND INFORMATION

The NMCD's purpose for this process is to create an Inpatient/Residential Treatment program with supportive services for male clients reentering the community from incarceration or otherwise displaced in the community. The provider should render a comprehensive array of treatment services encompassing the issues faced by the probation and parole population. Treatment shall include substance abuse services, medically monitored evaluation care and treatment for clients with substance use disorders (SUD), co-occurring mental health and substance abuse diagnoses, mental health diagnosis, clients assessed as requiring sex offender treatment, or any other client in need of behavioral health treatment services (including but not limited to: anger management, domestic violence, trauma, etc), using evidence based modalities for those under NMCD supervision, probation or parole. All services are expected to be delivered and provided by adequately trained, licensed and qualified staff in accordance with all the applicable credentialing and licensing requirements, and in compliance with the NMCD.

The goal of this program is to support clients by providing needed inpatient treatment services for a variety of issues faced by the criminal justice population ensuring that the clients have access to required treatment while in a safe and secure residence that meets all basic needs to ultimately reduce client recidivism and increases overall public safety.

The goal encompass key aspects of NMCD's requirements to meet current District Court and Parole Board orders.

The New Mexico's purchasing statute 13-1-98.1 Hospital and Health Care Exemption avails the NMCD to procure these services by way of an exemption from a competitive procurement process when an agreement for the purpose of creating a network of health care providers or jointly operating a common health care service with an organization is likely to reduce healthcare costs, improve quality of care or improve access to care.

The NMCD believes that this exemption is likely to provide a more efficient and speedier contractual process.

C. SCOPE OF PROCUREMENT

The State of New Mexico Corrections Department (NMCD) seeks a qualified, experienced vendor to provide comprehensive correctional health care services to incarcerated individual across all NMCD facilities as defined in the Scope of Work.

D. PROCUREMENT MANAGER

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

Name: Andrew Herrera Procurement Manager
4337 State Rd. 14, Santa Fe, NM 87508
P.O. Box 27116, Santa Fe, NM 87502-0116
Telephone: (505) 382-6859
Email: Andrew.Herrera@cd.nm.gov

1. **Any inquiries or requests** regarding this process should be submitted, in writing, to the Procurement Manager. Responders may contact **ONLY** the Procurement Manager regarding this process.

E. RESPONSE SUBMISSION

Submissions of all Response must be delivered to:

New Mexico Corrections Department
Attention: Andrew Herrera
PO Box 27116
Santa Fe, NM 87502-0116

Or hand delivered, UPS or FedEx delivery to

4337 State Road 14
Santa Fe, NM 87508

II. CONDITIONS GOVERNING THE PROCESS

This section of the RFI 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	
1. Issue RFI	NMCD	Monday, February 23
2. Acknowledgement of Receipt Form	Responders	Monday, March 2
3. Deadline to submit Written Questions	Responders	Friday, March 13
4. Response to Written Questions	Procurement Manager	Friday, March 20
<i>5. Submission of Response</i>	<i>Responders</i>	<i>Friday, April 3</i>
6. Response Evaluation	Evaluation Committee	Mon. April 6 to Fri. April 17
7. Finalize Contractual Agreements	Agency/Finalist Responders	Thursday, April 30
8.* Contract Awards	Agency/ Finalist Responders	Wednesday, July 1

B. EXPLANATION OF EVENTS

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

1. Issue RFI

This RFI is being issued on behalf of the State of New Mexico Corrections Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Responders may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager Andrew Herrera at Andrew.Herrera@cd.nm.gov, 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 RFI. Failure to return the Acknowledgement of Receipt Form does not prohibit Responders from submitting a response to this RFI. However, by not returning the Acknowledgement of Receipt Form, the Responder's representative shall not be included on the distribution list.

3. Deadline to Submit Written Questions

Responders may submit written questions to the Procurement Manager as to the intent or clarity of this RFI by 3:00 P.M. 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 RFI or other document which form the basis of the question.

4. Response to Written Questions

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

The Questions and Answers will be posted to: <https://www.cd.nm.gov/rfp-rfi-rfa/>

5. Submission of Response

ALL RESPONSES MUST BE RECEIVED 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. **NO LATE RESPONSES WILL BE ACCEPTED.**

6. Response Evaluation

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

7. Finalize Contractual Agreements

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

8. Contract Awards

Upon receipt of the signed contractual agreement, the NMCD Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department approval.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFI shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State NMCD which may derive from this RFI. The State NMCD entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the NMCD awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Responses

A Responder may submit an amended Response before the deadline for receipt of Responses. Such amended Response must be complete replacements for a previously submitted Response and must be clearly identified as such in the transmittal letter. **NMCD personnel will not merge, collate, or assemble Response materials.**

6. Responder's Rights to Withdraw Response

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

7. Response Offer Firm

Responses to this RFI, including Response prices for services, will be considered firm until such time that a contract has been fully executed.

8. Disclosure of Response Contents

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

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

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 NMCD shall examine the request and make a written determination that specifies which portions of the Response should be disclosed. Unless the Responder takes legal action to prevent the disclosure, the Response will be so disclosed. The Response shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFI in no manner obligates the State of New Mexico or any of its Agencies to the use of any Responder's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

The NMCD requires that all Responders agree to be bound by the General Requirements contained in this RFI. Any Responder's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFI and any agreement with a Responder which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Response

Only information supplied in writing by the Procurement Manager or contained in this RFI shall be used as the basis for the preparation of Responder Responses.

15. Contract Terms and Conditions

The contract between an NMCD and a contractor will follow the format specified by the NMCD and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting NMCD reserves the right to negotiate provisions in addition to those contained in this RFI (Draft Contract) with any Responder. The contents of this RFI, as revised and/or supplemented, and the successful Responder's Response will be incorporated into and become part of any resultant contract.

The NMCD discourages exceptions from the contract terms and conditions as set forth in the RFI Draft Contract. Such exceptions may cause a Response to be rejected as nonresponsive when, in the sole judgment of the NMCD (and the Evaluation Committee), the Response 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 Response rewrite to correct.

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

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

If a Responder fails to propose any alternate terms and conditions during the procurement process (the RFI process prior to selection as successful Responder), 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 RFI process prior to selection as successful Responder) is an **explicit agreement** by the Responder that the contractual terms and conditions contained herein are **accepted** by the Responder.

16. Responder's Terms and Conditions

Responders must submit with Response a complete set of additional terms and conditions they anticipate to have included in a contract negotiated with the Agency. 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 RFI process prior to selection as successful Responder), will be discussed only between the NMCD and the Responder selected and shall not be deemed an opportunity to amend the Responder's Response.

18. Responder Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Responder to adhere to the requirements specified within this RFI. The Evaluation Committee will reject the Response of any potential Responder who is not a Responsible Responder or fails to submit adequate data substantiating Responders qualifications in providing services requested in the SOW.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive Response 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 NMCD reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

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. NMCD Rights

The NMCD, in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Responder's Response.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Responders and contractors must secure from the NMCD written approval prior to the release of any information that pertains to the potential work, or activities covered by this procurement and/or NMCD contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Responder's Response or removal from the contract.

24. Ownership of Responses

All documents submitted in response to the RFI shall become property of the State of New Mexico. If the RFI is cancelled, all responses received shall be destroyed by the NMCD.

25. Confidentiality

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

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

26. Electronic mail address required.

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Responder 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 RFI

This RFI is being made available by electronic means. In the event of conflict between a version of the RFI in the Responder's possession and the version maintained by the agency, the Responder acknowledges that the version maintained by the NMCD shall govern.

28. New Mexico Employees Health Coverage

- A. If the Responder 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, Responder 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. Responder 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. Responder 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 Responder 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

Responder must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their Response. This requirement applies regardless of 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 Responder's disqualification.**

30. Letter of Transmittal

Responder's Response must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

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

Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Responder'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) with any state Agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state Agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

- 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 State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- 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 Responder 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 State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico/Native American Resident Preferences

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

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Responders shall submit only one response to this RFI.

B. NUMBER OF COPIES

1. Hard Copy Responses

Responder's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Response Format**. Responses must be submitted in the manner outlined below and sealed according to the definition provided in Section I.F.30. Each ORIGINAL binder (Technical and Cost) shall be clearly marked as "ORIGINAL" on the front of the binder. The additional HARD COPIES must each be submitted in separate binders and must be clearly identified as "COPY" on the front cover.

Technical and Cost portions of Responder's response **must** be submitted in separate binders as indicated below in this section, and **must** be prominently identified as "Technical Binder," or "Cost Binder," on each front cover. Envelopes, packages, or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package or box according to the information provided in Section I.E. It is not necessary to segregate Technical Binders from Cost Binders, if they are submitted within the same sealed envelope, package, or box, as long as the Technical Binders and Cost Binders are each submitted in separate binders. **DO NOT submit ANY cost in the Technical Binder.**

Offerors **must** deliver:

- a) **Technical Proposals** – One (1) ORIGINAL, five (5) HARD COPIES, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Technical Proposal; ORIGINAL and all HARD COPIES of the Technical Proposal shall be in separate labeled binders. The electronic copy MUST be submitted as a USB/CD and CANNOT be emailed. **The Technical Proposals SHALL NOT contain any cost information.**
- i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit:
 - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section 1.F.38) versions for evaluation purposes; **AND**
 - ONE (1) additional **redacted** (def. Section 1.F.26) HARD COPY version and ONE (1) additional **redacted** electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the front cover of the hard-copy binder and on the first page of the electronic file.;

- b) Cost Proposals** – One (1) ORIGINAL, Five (5) HARD COPY, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Cost Proposal; ORIGINAL and all HARD COPIES of the Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy MUST be submitted as a USB and CANNOT be emailed.**

The electronic version/copy of the RESPONSE **must** mirror the physical binders submitted (i.e. One (1) **unredacted USB**, one (1) **redacted USB**). **The electronic version can NOT be emailed.**

The ORIGINAL, HARD COPIES and ELECTRONIC copy information **must** be identical. In the event of a conflict between versions of the submitted response, the ORIGINAL shall govern.

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

C. RESPONSE CONTENT AND ORGANIZATION

All Response must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the Response, Responders must organize and address the RFI requirements in the order indicated below. All forms provided in this RFI must be thoroughly completed and included in the appropriate section of Responder's Response. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in Cost Response.**

Technical Response – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL RESPONSE.

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

- h. New Mexico/Native American Resident Preferences (if applicable)
- 8. Other Supporting Material (if applicable)

Cost Response:

- 1. Completed Cost Response Form (APPENDIX D)

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

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

NMCD – RESIDENTIAL BEHAVIORAL HEALTH TREATMENT SERVICES

The provider shall perform the work described in the Scope of Work; which is hereby incorporated and made a part of the agreement.

PROGRAM DESCRIPTION: The New Mexico Corrections Department Probation / Parole and Reentry Division is seeking proposals to provide Inpatient/Residential Treatment with supportive services for male clients reentering the community from incarceration or otherwise displaced in the community.

Provider should render a comprehensive array of treatment services encompassing the issues faced by the probation and parole population. Treatment shall include substance abuse services and medically monitored evaluation care and treatment for clients with substance use disorders (SUD), co-occurring mental health and substance abuse diagnoses, mental health diagnosis, clients assessed as requiring sex offender treatment, or any other client in need of behavioral health treatment services (including but not limited to: anger management, domestic violence, trauma, etc), using evidence based modalities for those under NMCD supervision, probation or parole. All services must be delivered and provided by adequately trained, licensed and qualified staff in accordance with all the applicable credentialing and licensing requirements, and in compliance with the NMCD, as follows:

Provider shall provide:

SERVICES		
Residential Treatment: Provider is contracted to provide the following services to NMCD clients, as referred by the NMCD.		
Program Location	Expected Capacity	Funding Stream
The New Mexico Men’s Recovery Academy (currently located in Los Lunas, NM)	As referred by PPO	Medicaid and NMCD
Services Codes:	Modifier	Definition
		Residential Treatment
NOTES: Placement shall typically be for a three (3) to six (6) month period but may be extended upon the request and approval of PPD.		

Residential Treatment: The goal of NMCD funded housing programs is to support clients by providing needed treatment services, ensuring they have a safe and secure residence, and all basic needs are being met which reduces client recidivism and increases overall public safety.

1. Substance Abuse Programming: An organized regime that focuses on the abuse and/or the underlying causes of substance abuse. The program shall include the following, but is not limited to individual and group counseling, self-help groups, and relapse management. These components are mandatory for every client enrolled in this type of programming. In addition, an assessment tool approved by PPD is mandatory at the time of initial assessment and re-assessment. Medically Assisted Treatment (MAT) and Medications for Opioid Use Disorder (MOUD) should be included as a treatment tool of the substance abuse programming model. Outside community providers can be used to meet this requirement and the respondents to the RFP themselves do not have to be certified or licensed to prescribe MAT or MOUD medications.

2. Mental Health Special Needs Services: As applicable, the Provider shall render mental health services that meet the specific needs of the client as well as the terms and conditions for coverage pursuant to the Member's Benefit Plan, including such conditions as Medically Necessary and proper authorization, and in accordance with the Provider Manual, Protocols, and applicable laws and regulations. In addition, an assessment tool approved by PPD is mandatory at the time of initial assessment and re-assessment.

3. Pharmacological Support: If the Provider is licensed, or holds a special permit, to hold and dispense medications from the New Mexico Pharmacy Board or other applicable licensing board, then the Provider may provide such pharmacological support as it is legally permitted to effectively meet the needs of clients, as deemed appropriate.

4. Additional Treatment Programming: An organized regime that focuses on Sex Offender Treatment. The program shall include the following but is not limited to individual and group counseling with the goal of reducing the tendencies of future sexually abusive behavior. To reach this goal, the Client must:

- A) Accept responsibility for behavior without excuses, rationalizations, minimization or projection
- B) Increase client's awareness to understand the consequences of his/her sexually offensive behavior on the victim(s) and/or others;
- C) Identify factors that influence and perpetuate offending behaviors, i.e. describe his/her sex offender cycle
- D) Develop more appropriate coping mechanisms to reduce the possibility of further sexual abuse and to increase the likelihood of a satisfactory and productive life while respecting the rights of others; (i.e. develop an individualized relapse prevention plan).

Additional services should be inclusive of behavioral health treatment programming services including but not limited to anger management, domestic violence, trauma, etc. The programs shall include the following, but are not limited to individual and group counseling, self-help groups, and safety planning if deemed therapeutically necessary. Additional courses or programming in parenting, education, employment readiness and life skills are also required.

Optional Services would include Family Therapy: For clients and their families to address issues with the family that would negatively impact the client's treatment and otherwise remain unresolved.

5. Service Provider shall provide qualified staff to implement this project. Staff shall be licensed in the State of New Mexico and a copy of such license shall be provided to Department prior to initiating services. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.

6. Service Provider shall offer services in the clients' language of literacy.

7. Service Provider shall provide individualized and group counseling services to individuals referred by the

Department. Service Provider shall provide all necessary personnel, equipment, materials/workbooks, supplies, facilities, and services to meet the specifications described in this RFP.

8. Service Provider will establish and implement Policies & Procedures for clients entering treatment to include:

- A) Initial assessment;
- B) Group treatment contract;
- C) Policy Handbook and participation requirements for the clients' use;
- D) Timely recording of clients' progress notes, costs, attendance.

If Service Provider fails to establish policies sufficient for compliance of this section, Department has the right to determine the appropriate payment for services, at its discretion.

9. Assessment Phase

Consists of a comprehensive clinical interview of each referred client, review of other reports and evaluations as available, completion of questionnaires, and an objective measure. Individual treatment goals are developed by therapist based on individual client assessment. For the Sexual Offender population Abel assessment can be used if necessary and polygraph exams may be required (conducted by an NMCD contracted provider).

10. Individualized Plan

Each client shall have a written individualized plan developed by Service Provider's staff in conjunction with the conditions of supervision for that client, in coordination with the clients' needs and the needs of the Department. The Individualized Plan shall be forwarded to the department no later than 10 days after the completion of the initial assessment;

- A) The individualized plan shall specify individual clients' problems and address procedures for attaining change to meet behavioral outcomes;
- B) Progress reports shall be submitted to the Department no later than the 10th of each month. Progress reports shall contain a brief narrative of each client's work in all sessions and progress toward goals. If the Service Provider fails to submit the progress reports by the 10th of each month, the current invoice payment shall be withheld until the time that progress notes are received;
- C) The individualized plan shall be reviewed by both the Service Provider and Department staff on a routine basis to determine necessary modifications of treatment.

For the Sexual Offender population, part of the individualized plan should include an Intensive Treatment Phase: Clients work on individual treatment goals in a group setting. Sex Offender specific therapy should be conducted at a minimum of ten (10) hours per week. Reassessment Phase: Upon conclusion of the Intensive Treatment Phase, Service Provider evaluates whether the client has met his/her treatment goals. Reassessment is conducted in individual session(s) and may include repeat of the Abel Assessment if necessary.

11. Discharge/Transitional Plan: The Service Provider shall develop a discharge/transitional plan for each client within at least 30 days prior to discharge. This plan should support referrals to additional services if continued care is needed in any programming or medical area.

12. Any abrupt termination of services to a client resulting from a violation of major rules shall be transmitted to NMCD staff immediately.

13. Court Testimony – Service Provider agrees to provide testimony in court, if required by NMCD, at no additional cost.

14. Coordination with NMCD: Service Provider shall coordinate the following tasks with assigned NMCD staff and shall proceed upon approval by NMCD:

- A) Services to special needs clients or those with mental impairment - Develop and implement procedures for services (or referrals) for clients with dual diagnosis and/or mental and physical disabilities.
- B) All individual, group, family, and educational sessions;
- C) All admissions and discharges from the service;
- D) All changes in the intensity of services to be offered to a client;
- E) All requests for a referral for special treatment;
- F) Identify needs of clients that are beyond the scope of the Service Provider's services and make appropriate referrals in such circumstances;
- G) All Service Provider therapy sessions will be held at the residential facility unless pre-approved by NMCD on a case-by-case basis.

15. Service Provider shall submit the monthly invoice, on NMCD approved forms by the tenth (10) day of each month.

16. No-Shows: NMCD will not pay for clients who fail to attend sessions or meetings. Service Provider must notify NMCD of no-shows by Friday of each week.

17. Availability of Funds: The resulting contract for services is subject to the availability of State funds as appropriated by the State Legislature and as made available to the Department by the NMCD *For the express purpose of providing* the services specified herein.

18. COST

Medicaid billing should be the first option for all treatment costs. The Provider would need to be currently eligible to bill Medicaid or become eligible to bill Medicaid within the first 12 months of the contract period. If the client is not eligible for Medicaid, NMCD can be billed as outlined below:

- A. Cost per therapeutic group session
- B. Cost per individual hour/half hour
- C. Additional Services Cost per session – Additional Treatment Programming as described in Item #4
- D. Optional Services Cost per session – Family therapy as described in Item #4
- E. Cost for conducting each Abel Assessment by Service Provider and/or third-party provider for sexual offenders
- F. Cost for housing, food, security staffing, and overall residential facility operations

Above costs include the therapist, assessments and screening instruments and recommendation for services/interventions to address issues. Costs to include all typed and signed documentation/reports to the Department. Administrative expenses and communications with the Department, the Courts, referral source, or other agencies are considered part of the cost per therapy and may not be billed as a separate cost. At no time will the Department pay for services when other payments for the clients' treatment have been provided.

19. Service Provider will provide twenty-four (24) hour supervision by staff for all clients.

PROGRAM AND PERFORMANCE MEASURES

Provider shall meet the following performance measures and failure to meet said performance measures can result in penalties:

1. RESIDENTIAL TREATMENT

- A. All providers will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of program deliverables will occur at least bi-annually.
- B. Provider shall perform an initial assessment, provide a program orientation and create a Service Plan for each client within five (5) business days of program entry, if not prior.
- C. Provider shall ensure that 100% of resident clients have an individualized Service Plan that shall be approved by PPD.
- D. Provider shall ensure that 100% of resident clients enter programming in the areas assessed as being their need whether that is dual diagnosis, substance addiction, mental health, sex offender, domestic violence, anger management, trauma care, etc.
- E. Provider shall provide a written response to each referral from DOC within fourteen (14) business days of receipt.
- F. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by NMCD is not adequate to support the 80% utilization rate.
- G. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.
- H. Provider shall provide parenting classes, education, employment readiness and life skills to any eligible client referred by NMCD.
- I. Provider will track and report to NMCD quarterly and annually, the program participant names and offender numbers, the number of participants in each program, the number of successful completions in each program, and the number of unsuccessful completions in each program as well as provide any other specific data request that may come from NMCD leadership or the Legislature which will be shared with the service provider during the course of the contract period.

Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits. If Service Provider fails to successfully meet a performance measure, Service Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:

- 1. Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.
- 2. Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.
- 3. NMCD may withhold payment on any amounts, which it determines are not a part of the Provider's approved payment schedule.
- 4. NMCD may withhold payments if the Provider is thirty (30) days delinquent in submitting to the Agency reports and client data which are required of this contract.

5. If Provider fails to provide services in accordance with professional standards of care, Provider will not be paid for such services, or if such services have already been paid for by the NMCD, another agency, or Medicaid, Provider shall refund the payment for such services to NMCD.
6. NMCD shall notify the Provider of the amount of the withholding/liquidated damages/refund and the reason therefore within thirty (30) days of such withholding/liquidated damages/refund. Provider may appeal such withholding/liquidated damages/refund and submit justification to NMCD within thirty (30) days of notice of such withholding/liquidated damages/refund. The decision of NMCD shall be final.
7. In the event that liquidated damages are assessed or a refund is requested, NMCD may choose to deduct the liquidated damages or refund from a subsequent payment or the Provider will credit or pay the liquidated damages or refund within thirty (30) days of termination of contract.
8. Service is inclusive of provisions for room and board assistance with daily living activities, such as locating employment, developing vocational/employment skills, and securing permanent housing. Service also requires the following administrative components to be implemented:
 - A. Provide 24-hour supervision by staff for all clients.
 - B. At the time of admission, clients will be provided with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for reporting absconder; (d) written policy and procedure on the use of physical force and/or restricting, including its use in instances of justifiable self-protection, protection of others, prevention of property damage, and only to the degree that is necessary and in accordance with appropriate statutory authority; and (e) written policy and procedure prohibiting the use of personal abuse and corporal punishment, and specifically noting that clients are not subject to unusual punishment, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping.
 - C. Notify the PPO immediately in the event a client leaves the facility, violates their curfew or fails to report back to the facility after an approved activity.
 - D. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Service Provider agrees to refer client to his/her primary care physician or another Practicing Provider in accordance with the terms and conditions of client's Benefit Plan, if any, if applicable. A client requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.
 - E. NMCD will review client's length of stay at the (6) month timeframe for determination to extend length of stay if needed.
 - F. NMCD reserves the right to conduct searches of the facility.
 - G. Proposed programs will be required to house any client referred by NMCD and provide intensive services on site (substance abuse and/or mental health support, sex offender treatment, anger management, domestic violence, trauma, life skills, education, parenting, relapse prevention, employment support etc.)
 - H. Provider will ensure that 3 meals approved by a dietician are served daily to clients in the program.
 - I. Service Provider shall provide laundry services for clients.
 - J. Service Provider shall ensure that all basic life needs are met for clients.
 - K. Service Provider will ensure clients access to medical services.
 - L. Service Provider will ensure educational access for clients.
 - M. Service Provider will ensure religious access for clients.

Other Provider Requirements:

PREA Compliance: The Contractor shall follow and enforce the Department's Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as 42 USC § 15601. PREA establishes a zero- tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in Department institutions a top priority. PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.*

Resource Management: Provider shall work in collaboration with NMCD and community resources to ensure the needs of clients are effectively being met by discussing progress and problems of individual clients and to share information. Efforts dedicated to the documentation and/or production of services rendered, monthly attendance and progress reports are included.

Enrollment: Enrollment is based on ordered conditions, known history and/or needs assessment. The primary treatment modality will be group counseling.

Insurance: In addition to the insurance requirements in the Provider Agreement, Provider must maintain liability insurance and appropriate leasehold insurance.

ELIGIBILITY FOR SERVICES

1. Provider shall render services to clients who meet the following eligibility criteria, in accordance with NMCD:
 - A. Be a convicted adult felony or a misdemeanor client sentenced in District Court to a term of probation/parole supervision.
 - B. Be directly referred to the program by NMCD staff.
2. Provider shall serve clients based on a direct referral from NMCD. Access to services will be on the basis of an electronic referral by NMCD. A written referral will be required when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the client.
3. Provider shall accept any referred client from NMCD based on NMCD's need and population at the time of referral. Provider must be able to address the varied needs of the population based on each individual's criminal histories, mental health issues and substance addictions.
4. Provider shall render services to clients, based on the following:
 - A. A clinical assessment and treatment plan for clinical services;
 - B. A service needs assessment and service plan for non-clinical services/care; and
 - C. Family involvement in treatment with the goal of helping families of clients acquire techniques to enable meaningful interaction with the adult client and, assisting the adult client and his family in understanding their roles and relationships as part of the solution in keeping the adult client from future interaction with the criminal justice system and/or minimize the propensity of future violence.

5. Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistent positive patterns of results, such as group treatment for substance abuse, Motivational Interviewing and Cognitive Behavioral Therapy. The following criteria shall be utilized for the implementation of Evidence Based Practices (EBP):
 - A. At least one randomized clinical trial that has shown this practice to be effective;
 - B. The practice either targets behaviors or shows significant effect on behaviors that are generally accepted outcomes; and
 - C. The practice should be specific to the treatment organizations population, including racial, linguistic, geographical and cultural factors – including characteristics specific to the client population.
6. Provider shall disclose the current curriculum and treatment modalities being used during the RFP process and provide to the Community Correction Administration any program or curriculum changes made during the contract period for review and approval prior to implementation with the population.

PROVIDER'S DUTIES OF CARE

Protocols: Provider agrees to comply with the Provider Manual, as revised from time to time, which is incorporated herein by this reference and including but not limited to NMCD's fraud and abuse compliance plan, policies, procedures, and client grievances and rights.

Continuity of Care; Referral to Other Health Professionals: Provider shall furnish these services in a manner providing continuity of care and ready referral of clients to other providers at times as may be appropriate and consistent with the standards of care in the community. If a client requires additional services or evaluation, including Emergency Services, provider agrees to refer clients to his/her primary care physician or another Participating Provider. A client requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.

Access to Care: Provider shall ensure that clients have timely and reasonable access to services and shall at all times be reasonably available to clients as is appropriate. If Provider is unavailable when clients call, instructions must be provided for NMCD referring the client to another Provider. Provider shall arrange for an answering machine or service that shall provide the office hours and emergency information and be capable of receiving messages 24 hours a day, 7 days a week, 365 days a year.

REPORTING REQUIREMENTS

Provider shall comply with all reporting qualitative and quantitative requirements, as required and requested by NMCD. Reporting performance measure shall include but are not limited to the following:

1. Provider shall provide the local Probation/Parole District Offices a monthly written report on each client detailing the services being provided, the clients attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 10th day of the month.
2. In addition, the Provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all clients to the local Probation/Parole District Offices as follows:
 - A. Provider shall ensure that all clients are scheduled for a program intake within two (2) days of entry into the program.
 - B. Provider shall ensure all clients are scheduled to receive clinical interview and assessment within five (5) days of program intake date.

C. Provider shall complete an Individual Treatment Plan for each client and deliver to the PPO within ten (10) days of the clients' arrival to the agency.

D. Provider shall submit a written Individual Program Violation Report for each client, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.

E. Provider shall submit, in writing, an Individual's Discharge/Transitional Summary Report to the PPO at least 30 days prior to the discharge upon a successful completion or within 2 (business days) for an unsuccessful completion of the program.

F. Provider shall submit an Aftercare Recommendation report to the PPO ten (10) days prior to the clients' successful completion.

3. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of client:

A. Individual Discharge/Transitional Summary and Aftercare Recommendations

4. Provider shall participate in evaluations of clients served by the program to include reviews of participants as well as successful and unsuccessful completion outcomes.

5. Provider shall maintain confidentiality of all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.

6. Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment for review, consultation and approval. Provider shall also have policies and procedures in place for determining an applicant's or employee's appropriateness for employment to be submitted to NMCD prior to the issuance or renewal of this Contract.

SUPERVISORY PROTOCOL FOR LMHC, LPCC, LPC, LCSW, LMSWACP, LMFT, LPAT, LADAC, LSAA, PSYCHOLOGY ASSOCIATE, CLINICAL PSYCHOLOGIST,

Provider shall follow this Supervisory Protocol for its licensed Psychologist, LPC, LPCC, LCSW, LMSWACP (Clinical Therapist), LADAC. When providing services under this Scope of Work, the Clinical Therapist may be reimbursed when the services are within his/her legal scope of practice and provided in accordance with this Scope of Work and Agreement. This Scope of Work has directed that the Clinical Therapist be nationally licensed.

1. NMCD will provide benefit coverage determinations to a fully credentialed participating provider (referred to as Supervising Clinician) designated to provide clinical supervision to any intern, LADAC or Clinician. The provider has two individuals that can serve as a Supervising Clinician.

- 2.** At all times, the Supervising Clinician shall require the non-credentialed licensed Clinician to comply with the protocols and requirements of NMCD and the requirements of all applicable regulatory authorities.
- 3.** The approved provider will conduct primary source verification of the non-credentialed licensed Clinician's training and education including but not limited to:
 - A. Professional license eligibility
 - B. Minimum of master's degree in behavioral health or counseling-related field (if required by the regulation and licensing department.
 - C. Work history – any gaps six months or longer are accounted for
 - D. Past or existing complaints and/or investigations
 - E. Specialized Training, where applicable
- 4.** Non-credentialed licensed Clinicians will practice within the scope of their training and licensing Board requirements; and abide by all ethical principles and conduct of their discipline's licensing Board, of their Supervising Clinician and of their relevant professional association with which they are affiliated.
- 5.** Clients must be informed of the licensure and scope of work of the treating clinician and must sign a written consent to this effect. This Consent form must be maintained in the clients file. Non-independently licensed clinicians must also disclose to the client the name and license of their supervisor.
- 6.** Supervision of Non-credentialed licensed Clinicians are subject to the following requirements:
 - A. Supervising Clinicians who are independently licensed and in good standing in the NMCD network, will provide supervision of non-credentialed licensed Clinicians.
 - B. The supervising clinician must have regular (regular to be defined as at a minimum weekly or biweekly) one-on-one supervision with the non-credentialed clinician to review treatment provided to clients on an ongoing basis. Supervision must be documented in a manner where NMCD can access the information electronically, manually or via direct audit of the client's chart.
 - C. Supervising clinicians will co-sign assessments and treatment plans.
 - D. There must be a current, written policy addressing the supervisory protocol utilized at the program.
- 7.** Billing for services must be submitted by the provider and indicate the non-credentialed practitioner in the rendering provider box on the claim. Additionally, all non-Independent practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.
- 8.** NMCD may periodically conduct audits to ensure compliance with NMCD policies and procedures.
- 9.** At the request of NMCD, on no more than a bi-annual basis, Supervising Clinician will provide in writing within thirty (30) days of request, a listing of all non-credentialed clinicians employed by the Provider rendering treatment to NMCD clients.

INVOICE

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

When billing for services, the Provider shall comply with all requirements and obligations of the NMCD billing system, applicable and federal state laws and regulations. All services rendered and any services billed for under this program must comply with all applicable requirements for that Service Code and Modifier including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

COMPENSATION

1. CLAIMS

When the Provider submits claims for billing under this program, the Provider's State Agency Fee Schedule will set forth the permitted billing codes, including but not limited to, CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and Rates under which the Provider may submit claims for this program. When submitting claims, the provider shall comply with all requirements and obligations in the NMCD claims system, applicable federal and state laws and regulations. All services rendered and any submitted claims must comply with all applicable requirements for that service including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service and claim.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

2. CONFLICT

Conflict Between Documents To the extent that a provision of this Attachment A Scope of Work conflicts with a provision in the Agreement, this Attachment A Restated and Amended Scope of Work shall govern.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Responder **must**:

- a) provide a detailed description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Responder has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge as a provider of inmate medical, inmate mental health, and inmate behavioral health services. All inmate health care services provided to private sector will also be considered;
- b) provide the necessary corporate administrative functions such as timekeeping, payroll, personnel functions, human resources, billing tasks, obligation payment, telephone and fax lined for long distance calls and all other customary business functions. Additionally, contractor(s) shall provide local administrative staff sufficient time to achieve the goal of delivering a comprehensive health care services program.
- c) The contractor's regional management staff (key personnel) responsible for this contract will reside in New Mexico full time in order to be in close proximity to the NMCD HSB central office and NMCD facilities to provide effective administrative and quality assurance oversight. The contractor shall have in place, by the contract start date, the essential administrative and operational policies, and procedures for compliance with contract specifications and administration of the health care program.

2. Organizational References

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

Responder shall include the following Business Reference information as part of its Response:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (Medical services set-up; software programs, communications protocol on inmate medical issues);
- e) Staff assigned to reference engagement that will be designated for work per this RFI; and
- f) Client project manager's name, telephone number, fax number and e-mail address.

Responder 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 Responder. It is the Responder'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 Responder's score in the evaluation process. Responders are encouraged to specifically request that their Organizational References provide detailed comments.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Contractors 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 statement of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, contractor 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 contractor.

2. Performance Surety Bond

Responder(s) must have the ability to secure a Performance Surety Bond in favor of the NMCD 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 Agencies at time of contract award. **A Statement of Concurrence, as defined in Section I.F.37, must be submitted in the Responder's Response.**

3. Letter of Transmittal Form

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

4. Campaign Contribution Disclosure Form

The Responder must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Responder's Response. 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 Responder's disqualification.**

5. Oral Presentation

If oral presentations are held, finalist Responder(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted Response, to which the Evaluation Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.9, Oral Presentations may be held at the sole discretion of the Evaluation Committee.

6. Cost

Responders must complete the Cost Response Form in APPENDIX D. Cost will be measured by calculating the total contract price of Comprehensive Healthcare (Combined cost for all services to be rendered).

7. New Mexico/Native American Resident Preferences

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

V. EVALUATION

B. EVALUATION FACTORS

1. B.1 Organizational Experience

NMCD will look at the thoroughness and clarity of Responder's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Responder's experience, expertise, and knowledge; and of personnel education, experience and certifications/licenses.

2. B.2 Organizational References

Responders will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add value to a recommendation during the evaluation process.

3. B.4 Mandatory Specifications

NMCD will evaluate Responders knowledge in providing services as proposed in the response. NMCD will look at Responders general approach and plans to meet the NMCD service requirements specified in this RFI, the Responders proposed project management style and resources utilized in service delivery and the overall ability of the Responder, as judged by the committee based on responses, to successfully provide the services requested.

4. C.1 Financial Stability

Providing the financials information that has been requested assists NMCD in recognizing whether the responder has adequate cash flow to provide the magnitude of services requested.

5. C.2 Performance Bond

The NMCD needs to know if selected as the contractor for these services, that the responder is willing to provide the Performance Bond upon successful completion of a contract. By responding with a statement of concurrence, the NMCD will recognize that Responder is willing to meet this requirement.

6. C.5 Oral Presentation

NMCD will evaluate Responders oral presentations by its 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, NMCD will provide the Responder a presentation agenda. (If no Oral Presentations are held all Responders will receive the maximum number of total points for this Evaluation Factor).

7. C.6 Cost

The evaluation of each Responder's cost Response will be conducted using the following formula:

NMCD will add the budget totals for all four years to calculate the Cost score.

Lowest Responder's Cost

X Available Award Points

Each Responder's Cost

8. C.7. New Mexico/Native American Resident Preferences

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

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

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

B. New Mexico/Native American Resident Veteran Preference

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

C. EVALUATION PROCESS

1. All Responder Response will be reviewed for compliance with the requirements and specifications stated within the RFI. Response deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Responder for clarification of the response as specified in Section II. B.7.
3. Responsive Response will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Responders with the highest scores may be selected as finalist Responders, based upon the Response submitted. The responsible Responders whose Response are most advantageous to the State 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 INFORMATION

NMCD Residential Behavioral Health Treatment Services
#26-770-1702-00001

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFI. Failure to return the Acknowledgement of Receipt Form does not prohibit Responders from submitting a response to this RFI. However, by not returning the Acknowledgement of Receipt Form, the potential Responder's representative shall not be included on the distribution list and will be solely responsible for obtaining from the NMCD website responses to written questions and any amendments to the RFI.

The information below will be used for all correspondence related to the RFI. Only one contact per Responder is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Andrew Herrera

E-mail: Andrew.Herrera@cd.nm.gov

Subject Line: NMCD Residential Behavioral Health Treatment Services
RFI #26-770-1702-00001

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a Response 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 NMCD 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 RESPONSE 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 Response or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Response .

“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 Response and ending with the award of the contract or the cancellation of the request for Response s.

“Prospective contractor” means a person or business that is subject to the competitive sealed Response 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 Response 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: _____

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:	_____
Relation to Prospective Contractor:	_____
Date Contribution(s) Made:	_____ _____
Amount(s) of Contribution(s)	_____ _____
Nature of Contribution(s)	_____ _____
Purpose of Contribution(s)	_____ _____

(Attach extra pages if necessary)

_____ Signature	_____ Date
_____ Title (position)	

--OR--

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

_____ Signature	_____ Date
_____ Title (Position)	

APPENDIX C
DRAFT CONTRACT

STATE OF NEW MEXICO

THE NEW MEXICO CORRECTIONS DEPARTMENT
PROFESSIONAL SERVICES CONTRACT #

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CORRECTIONS DEPARTMENT**, hereinafter referred to as the “Agency,” and _____ hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

2. Compensation.

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

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Agency. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

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

postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This Agreement shall terminate on _____ unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

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

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or

purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination

date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

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

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division, and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

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

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a

representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Prison Rape Elimination Act (PREA) Standards:

Any Contractor providing services to NMCD who has direct contact with inmates or parolees who are in the care and custody of the State of New Mexico, shall adhere to and require its employees or other persons performing the services contemplated by this Agreement to adhere to PREA standards while providing such services for and in DEPARTMENT facilities. Any new contract or contract renewal shall provide for agency contract monitoring to ensure that such persons are complying with the PREA standards. [§115.12]

24. Security Clearances and Background Checks:

The Contractor and its employees, subcontractors, or agents agree to cooperate with and abide by any and all rules and regulations set forth by the Agency so as not to interfere with the daily operations of the Agency or to jeopardize the health and safety of any employees, inmates or the general public. The Contractor and its employees, subcontractors, or agents who will have access to NMCD properties and inmates are subject to security clearances and/or background checks.

Any security clearances and/or background checks required by the Agency for the Contractor's employees, subcontractors, or agents must be obtained prior to commencement of the job. Agency reserves the right to deny any employee, or agent of the Contractor access to the Agency property should that individual fail the criteria required for the security clearance or be found to be in violation of NMCD policies and procedures.

Agency reserves the right to provide and escort and/or require full time supervision for the Contractor, its employees, subcontractors, or agents, during any or all phases of a project should user agency feel it is necessary.

Agency reserves the right to escort any employee, subcontractor or other agent of the Contractor off the Agency property for any inappropriate conduct or actions that jeopardizes the safety, security, or wellbeing of the facility. If such conduct or action should occur, then, this agreement may be terminated immediately.

25. Cooperation with NMCD Investigations:

In addition to the foregoing, the Contractor must furnish all information and reports required by, or pursuant to, the rules, regulations, and policies of the NMCD, and will permit access to, and the interview of, its employees, subcontractors, or other agents as well as the examination and copying of its records, unless such materials are legally privileged, by the NMCD Office of Professional Standards, the Security Threat Intelligence Unit and the Equal Employment Opportunity Officer and the United States Department of Justice, the New Mexico Department of Public Safety, the New Mexico General Services Department, the New Mexico Risk Management Division, and/or the New Mexico Workforce

Solutions Department, and will otherwise fully cooperate with any such investigation. Any willful violation of this requirement will be grounds for immediate termination of this agreement and removal of the Contractor from the property.

26. Criminal Justice Information (CJI) Security Compliance

Any Contractor providing services to NMCD that has access to CJI will be required to review, acknowledge and adhere to the Criminal Justice Information System (CJIS) Security Addendum, review other CJIS related documents as identified in the CJIS Security Addendum and complete the most current level of CJIS Security Training; at the Contractors expense.

The CJIS Security Addendum is a uniform addendum to an agreement between a Criminal Justice Agency and a private contractor, approved by the Attorney General of the United States, which specifically authorizes access to CJI, limits the use of the information to the purpose for which it is provided, ensures the security and confidentiality of the information consistent with existing regulations, provides for sanctions, and contains such other provisions as the Attorney General may require.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

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

To the Agency: The New Mexico Corrections Department Attn: 4337 State Highway 14 Santa Fe, NM 87508	To the Contractor:
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25. Authority.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Agency.

By: _____ Date: _____
Agency Cabinet Secretary or Designee

By: _____ Date: _____
Agency’s Legal Counsel – Certifying legal sufficiency

By: _____ Date: _____
Agency’s Chief Financial Officer

By: _____ Date: _____
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number:

By: _____ Date: _____
Taxation and Revenue Department

APPENDIX D

COST RESPONSE FORM

Will Provide Cost Response Form to Responders upon receipt of “Acknowledgment of Receipt Form”.

APPENDIX E

LETTER OF TRANSMITTAL FORM

Please complete this required form in its entirety.

RFI#: 26-770-1702-00001

1. Identify the following information for the submitting organization:

Responder Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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

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

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

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

☐ No.

☐ Yes. Identify subcontractor/s: _____

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

☐ No.

☐ Yes. Identify entity/ies: _____

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

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

Sign: _____

Date: _____

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

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFI process, requires Responders to list a minimum of three (3) organizational references in their Response. The purpose of these references is to document Responder's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Responder's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Responder is required to send the following Organizational Reference Questionnaire to each business reference listed in its Response, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to **Andrew Herrera @ Andrew.Herrera@cd.nm.gov** by **March 20, 2026**, for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted Response. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFI # 26-770-1702-00001
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Vendor)

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, Corrections Department via e-mail at:

Name: Andrew Herrera
Email: Andrew.Herrera@cd.nm.gov

Forms must be submitted no later than **March 27, 2026**, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Responder's service history, successful execution of services and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager at Andrew.Herrera@cd.nm.gov. When contacting the Procurement Manager, include the Request for Information 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)	

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: