

New Mexico Corrections Department

REQUEST FOR INFORMATION

Medical Director – In-House Opioid Treatment Program (OTP)



RFI# 27-770-1202-00002

RFI Release Date: Friday, September 11, 2026

Responses Due Friday, October 9, 2026

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR INFORMATION

The purpose of this Request for Information (RFI) is to gather detailed information from qualified healthcare providers with demonstrated expertise in Opioid Treatment Program (OTP) operations, regulatory compliance, and methadone-based Medication-Assisted Treatment (MAT). The information collected will support NMCD in evaluating potential partners and determining the most advantageous approach to establishing a Medical Director for its in-house, federally certified OTP.

This RFI is intended to inform the development of a contract for Medical Director services for a term of four (4) years, with the option to extend for an additional two (2) years based on performance, program needs, and the best interest of the State. The selected provider will serve as the designated clinical and regulatory authority for the OTP and will be responsible for ensuring compliance with all federal, state, and correctional regulations governing methadone treatment within a secure environment.

The Agency seeks to identify Respondents with the qualifications, experience, and capacity to deliver the clinical oversight, regulatory leadership, and operational support necessary for NMCD to obtain OTP certification, maintain ongoing compliance, and safely administer methadone treatment to individuals under NMCD supervision. Information gathered through this RFI will guide procurement decisions, shape contractual terms, and ensure an efficient pathway toward OTP implementation that aligns with public safety, regulatory requirements, and NMCD's commitment to evidence-based MAT services.

B. BACKGROUND INFORMATION

The New Mexico Corrections Department (NMCD) is in the process of establishing an in-house, federally certified Opioid Treatment Program (OTP) authorized to dispense methadone for the treatment of Opioid Use Disorder (OUD) within correctional facilities. This initiative is part of NMCD's broader effort to expand evidence-based Medication-Assisted Treatment (MAT) services for individuals under its supervision and to ensure continuity of care during incarceration, transitions between facilities, and reentry into the community.

To achieve OTP certification and maintain ongoing compliance, NMCD requires a qualified Medical Director with expertise in OTP clinical operations, federal and state regulatory requirements, methadone treatment protocols, and correctional-healthcare standards. The Medical Director will serve as the designated clinical and regulatory authority for the OTP and will be responsible for ensuring adherence to 42 CFR Part 8, DEA and SAMHSA requirements, controlled-substance safeguards, diversion-control standards, and all applicable New Mexico regulations.

The establishment of this in-house OTP will support NMCD's goals of reducing overdose risk, improving treatment engagement during incarceration, supporting safe and clinically appropriate methadone administration, and strengthening coordination with community OTPs upon release. This initiative aligns with current judicial and legislative expectations, public-safety objectives, and statewide efforts to expand access to MAT services for justice-involved populations.

NMCD is pursuing this procurement under the Hospital and Health Care Exemption (13-1-98.1), which allows the Department to enter into agreements for specialized healthcare services when doing so is likely to reduce costs, improve quality of care, or expand access to treatment. Leveraging this exemption will allow NMCD to implement these services efficiently while meeting all clinical, regulatory, and operational standards required for OTP establishment and sustainability.

C. SCOPE OF PROCUREMENT

The purpose of this Request for Information (RFI) is to obtain detailed information from qualified healthcare providers with demonstrated expertise in Opioid Treatment Program (OTP) operations, regulatory compliance, and methadone-based Medication Assisted Treatment (MAT).

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	Friday, September 11
2. Acknowledgement of Receipt Form	Responders	Friday, September 18
3. Deadline to submit Written Questions	Responders	Friday, September 25
4. Response to Written Questions	Procurement Manager	Friday, October 2
5. <i>Submission of Response</i>	<i>Responders</i>	<i>Friday, October 9</i>
6. Response Evaluation	Evaluation Committee	Mon. October 12 to Fri. October 16
7. Finalize Contractual Agreements	Agency/Finalist Responders	Friday, November 6
8.* Contract Awards	Agency/ Finalist Responders	Wednesday, November 16

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 subcontractor 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

Medical Director – In-House Opioid Treatment Program (OTP)

1. Purpose

The purpose of this Scope of Work is to define the duties, authority, and accountability of the Medical Director responsible for the clinical, regulatory, and compliance oversight of the in-house correctional Opioid Treatment Program (OTP) authorized to dispense methadone for the treatment of Opioid Use Disorder (OUD).

2. Role & Authority

The Medical Director serves as the designated clinical and regulatory authority for the OTP and is responsible for ensuring compliance with all applicable federal, state, and correctional requirements governing OTP operations.

The Medical Director shall have final clinical authority over OTP-related decisions, which shall supersede administrative authority for matters related to OTP clinical care, medication management, and regulatory compliance.

3. Scope of Services

A. OTP Readiness and Regulatory Completion Responsibilities

The Medical Director shall:

- Complete all pending requirements necessary for the establishment of NMCD's in-house, federally certified Opioid Treatment Program (OTP).
- Fulfill all outstanding state regulatory steps required for OTP certification and compliance.
- Fulfill all outstanding federal regulatory steps required for OTP certification and compliance.
- Complete any remaining licensing, accreditation, and compliance tasks needed to obtain full program authorization.
- Ensure the OTP achieves full operational readiness in accordance with all applicable regulations and standards.

B. Prescriber Credentialing & Delegation

The Medical Director shall:

- Oversee credentialing and privileges for all OTP prescribers (MD, DO, NP, PA)
- Define the scope of delegated methadone-ordering authority within OTP policy
- Ensure prescribers practice strictly within OTP protocols
- Suspend, restrict, or revoke prescriber privileges when clinically or regulatorily indicated
- Ensure prescriber documentation meets regulatory and audit standards

C. Diversion Control & Medication Safety

The Medical Director shall:

- Approve and oversee the OTP diversion control plan
- Ensure proper methadone storage, dispensing, and inventory controls
- Review inventory discrepancies, medication incidents, and diversion concerns
- Ensure timely reporting of any losses, discrepancies, or adverse events
- Coordinate with custody leadership to mitigate diversion risks in a correctional environment

D. Quality Assurance & Performance Improvement

The Medical Director shall:

- Coordinate or participate in OTP-specific Quality Assurance / Performance Improvement (QA/PI) activities
- Review clinical outcomes, adverse events, and incident reports
- Identify trends and recommend corrective or preventive actions
- Approve updates to clinical and operational policies based on QA findings
- Ensure data integrity for required reporting and monitoring

4. Deliverables

The Medical Director shall provide or support the following deliverables:

- Approved OTP clinical policies and protocols
- Prescriber privileging decisions and documentation
- QA/PI participation and review documentation
- Regulatory inspection participation and responses
- Clinical input for OTP reports, audits, and reviews
- Written recommendations for clinical or compliance improvements

5. Time Commitment & Availability

- The Medical Director shall provide ongoing oversight consistent with OTP operational needs
- Availability during inspections, audits, and critical incidents is required
- Scheduled consultation shall be provided as necessary to ensure compliance and patient safety

6. Accountability & Attestation

The Medical Director acknowledges and accepts full clinical and regulatory responsibility for the OTP and affirms that failure to meet applicable standards may result in corrective action, suspension, or revocation of OTP authority.

7. Exclusions

This Scope of Work does **not** include:

- Individual DEA registration for methadone prescribing
- Authority to dispense methadone outside the OTP framework
- Independent clinical practice unrelated to OTP responsibilities

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

3. 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.

4. 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.**

5. 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.**

6. 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.**

7. 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.

8. 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).

9. 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

A. EVALUATION POINT SUMMARY

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

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
A. Technical Specifications	
B. 1. Organizational Experience	200
B. 2. Organizational References	50
B. 3. Mandatory Specification	300
Business Specifications	
C. 1. Financial Stability	Pass/Fail
C. 2. Performance Surety Bond	Pass/Fail
C. 3. Letter Of Transmittal	Pass/Fail
C. 4. Campaign Contribution Disclosure Form	Pass/Fail
C. 5. Oral Presentations	100
C. 6. Cost	350
TOTAL POINTS AVAILABLE	1,000
C. 7. New Mexico Preference - Resident Vendor Points per Section IV E. 7	50
C. 7. New Mexico Preference - Resident Veterans Points per Section IV E.7	100

Table 1: Evaluation Point Summary

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.3 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.3 Letter of Transmittal

Pass/Fail only. No points assigned.

7. C.4 Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

8. 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).

9. 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 Each

----- X Available Award Points

Responder's Cost

10. 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

Medical Director – In-House Opioid Treatment Program (OTP)

#27-770-1202-00002

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: Medical Director – In-House Opioid Treatment Program (OTP)

RFI #27-770-1202-00002

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#: 27-770-1202-00002

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 **October 2, 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 # 27-770-1202-00002
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 **October 2, 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: