EPIDEMIOLOGY & RESPONSE DIVISION
OF THE
DEPARTMENT OF HEALTH

REQUEST FOR PROPOSALS (RFP)

ALL PAYER CLAIM DATABASE

NEW MEXICO
DEPARTMENT OF HEALTH

RFP#
10-665-20-77311

August 6, 2020

September 9, 2020
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I. INTRODUCTION and BACKGROUND

A. PURPOSE OF THIS REQUEST
The purpose of the Request for Proposal (RFP) is to solicit sealed proposals from qualified and cost-effective firms to establish a contract through competitive negotiations for the procurement of services related to setting up an All Payer Claims Database (APCD) for the State of New Mexico. The New Mexico Department of Health (DOH) has the statutory authority to oversee the APCD and is the procuring Agency. Services required include but are not limited to: flat file data collection from healthcare claims payers (medical, dental, pharmacy etc); quality assurance and security of acquired data; custodial management of Medicare data; consolidation and storage of acquired data; data delivery and enhancement; analytics; and reporting for the New Mexico APCD. DOH is releasing this RFP to select a vendor to provide flexible and responsive solutions relating to the required functions of the APCD.

B. BACKGROUND INFORMATION
DOH is charged with providing the public access to a user-friendly, searchable and easily accessible website on which the department regularly posts data about healthcare cost and quality (NMSA 1978, § 24-14A-6.1, the Health Information System [HIS] Act, as amended in 2015). DOH collects an annual hospital inpatient discharge dataset (HIDD) and emergency department dataset (ED), but neither dataset contains information on the cost of hospital admission. To meet this legislative obligation, DOH intends to implement an APCD (All Payers Claims Database) for the State of New Mexico, initially populated with approximately 3 years of historical data. An APCD is a repository of healthcare claims data that combines data from multiple payers, including Medicare, Medicaid, private insurers, dental insurers, children’s health insurance, self-insured employer plans, and pharmacy plans. 18 other states around the United States have implemented APCDs. An APCD for New Mexico would provide the opportunity to aggregate health care data including outpatient visit, pharmacy, cost, and other data, for dissemination to the public, researchers, and others for the purposes of improving health care planning, quality, and consumer choice. DOH estimates the number of covered lives to be included in the New Mexico APCD to be 400,000 Medicare beneficiaries, 735,000 Medicaid beneficiaries, 77,000 commercial beneficiaries, not including those covered by ERISA and IBAC plans. An APCD in New Mexico will assist in making health care costs more transparent to the public; fulfilling the DOH’s legislative obligations in NMSA 1978, § 24-14A-3 as part of the overall “Health Information System” “created for the purpose of assisting the department, legislature and other agencies and organizations in the state's efforts in collecting, analyzing and disseminating health information to assist:

1. in the performance of health planning and policymaking functions, including identifying personnel, facility, education and other resource needs and allocating financial, personnel and other resources where appropriate;

2. consumers in making informed decisions regarding health care; and
3. in administering, monitoring and evaluating a statewide health plan”

and will provide a tool for measuring health care delivery efforts and health care quality in New Mexico, ultimately improving the health of the New Mexico population and helping to fulfill our DOH mission.

The State of New Mexico has been conducting stakeholder engagement efforts regarding APCD development since 2015 that include the following stakeholder groups: payors, providers, consumers, employers, researchers, state agencies, and policy makers. The 2015 HIS Act Amendment created a Health Information Advisory Committee to advise and provide input to DOH in carrying out the provisions of the HIS Act. The committee has members from provider, payer and consumer organizations as well as representatives from state agencies. The committee is providing input to the APCD project’s interagency workgroup which has members from DOH, Human Services Department (HSD), General Services Department (GSD), Department of Information Technology (DoIT), the Office of Superintendent of Insurance (OSI) and the Governor’s office.

DOH will collaborate with our sister agency, HSD for the acquisition of Medicaid and other relevant data for the APCD. Currently, Medicaid covers over 40% of the population in New Mexico. This is an estimated 735,000 Medicaid beneficiaries. To better support and improve the health and wellbeing of New Mexicans, the New Mexico Human Services Department (HSD) is undertaking replacement of its existing Medicaid Management Information System (MMIS) through a MMIS Replacement (MMISR) Enterprise Solution. The MMISR Solution will comprise multiple technology-based modules and Business Process Outsource (BPO) services contracts. The MMISR project is part of a broader initiative to realign public assistance programs, benefits, and services around an individual or family. The initiative is known as Health and Human Services (HHS) 2020.

Through the HHS 2020 initiative and the MMISR project, HSD is implementing an enterprise data warehouse, business intelligence, and analytics solution that will provide better access to data and information for stakeholders across state government and the public. The solution that will be implemented can be leveraged to provide some of the analytical capabilities that are sought by the New Mexico Department of Health for the All Payers Claims Database (APCD). All Medicaid claims information will be in the enterprise data warehouse and Medicaid claims will likely make up the majority of claims information in the APCD.

The APCD will provide insight and decision making to each of the groups in a variety of methods. A few high level examples of using an APCD in New Mexico include, but are not limited to, the following: consumers will have insight into healthcare decision making via healthcare related quality and cost information, public health professionals will have enhanced information regarding treatment, services, and cost of healthcare New Mexicans are receiving, policy makers will have additional information to support data-driven decision making regarding health improvement efforts in New Mexico. The APCD must deliver analyses and data for an array of purposes to a variety of user groups, while securely maintaining the patient, provider and payer record confidentiality mandated by law. Database access must be role-based and vary based on user access controls and data governance rules developed by the State of New Mexico.
C. SCOPE OF PROCUREMENT

The scope of this procurement is for services to build and maintain an All Payer Claims Database for the State of New Mexico. Services in scope include:

- **Data management** - including collection, hosting, validation and quality assurance of health care claims data, while maintaining security. There are currently 12 primary medical claims payors in the State of New Mexico from whom DOH expects datafile submissions to be acquired on a recurring basis to the Offeror. Additional data will be sought from other payers such as Indian Health Service, Workman’s Compensation, ERISA plans (voluntarily) etc; for integration into the APCD later. The outcome of data management is to have a validated database, hosted by the Offeror, that will support standardized reporting services that meet the Offeror’s and DOH’s agreed upon data quality threshold, while also providing role-based database access for designated DOH users that allows for trusted public health decision making.

- **Data analytics, reporting and presentation**- including comparisons of payers, comparisons of providers and the ability to support health policy decisions by policy makers, public health professionals, consumers, employers, etc; and the presentation of data in a cost and quality consumer facing webtool.

- **Project management** – for delivering the work.

- **Additional services** - DOH may choose to incorporate additional services such as data management of Indian Health Services (IHS) or Workers Compensation data, total cost of care reporting, or other tasks in the work. These are outlined in the Additional Services portion of APPENDIX F, Detailed Scope of Work and must be responded to by offerors.

DOH intends to award a single contract as a result of this Request for Proposals (RFP). Responders, either directly or through their subcontractor(s), must be able to provide products and services, and meet all minimum requirements outlined in this RFP. The successful responder (the Contractor) shall be responsible for all contract performance, regardless of subcontractor participation in the work.

The procurement requires Offerors to propose fixed prices for the term of the contract. The term of this contract will be for five (5) years from date of award, with five (5) optional one (1) year extensions at the discretion of DOH. This Contract shall not exceed ten (10) years in total, per NM Statute 13-1-150 (B). The State of New Mexico intends to maintain an APCD beyond the 10 year statutory limit of the contract awarded through this RFP.
D. PROCUREMENT MANAGER

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

Name: Raymond Duran, Procurement Manager
Address: New Mexico Department of Health
1190 St. Francis Drive, Santa Fe, NM 87505
Telephone: (505) 827-2520
Email: Raymond.Duran@state.nm.us

1. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD.

2. Protests of the solicitation or award must be delivered by mail to the Protest Manager identified in Section II.B.13. As a Protest Manager has been named in this Request for Proposals, pursuant to§13-1-172, NMSA 1978 and 1.4.1.82 NMAC, , ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will NOT be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via the State Purchasing Division’s (SPD’s) eProNM electronic procurement system. Refer to Section III.B.1 for instructions.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:
“APCD” means All Payer Claims Database. An All Payer Claims Database is a repository that systematically collects health care claims data from a variety of payers for analyses to support health policy.

“APCD-CDL™” means All Payer Claims Database Common Data Layout. This is a common core set of APCD data elements/file formats for data submission and exchange with an APCD.

“Agency” means the State Purchasing Division of the General Services Department or that State Agency sponsoring the Procurement action.

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Confidential” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

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

“Contractor” means any business having a contract with a state agency or local public body.

“DOH” means New Mexico Department of Health.

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” the terms “may”, ”can”, ”should”, ”preferably”, or ”prefers” identify a desirable or discretionary item or factor.

“ETL” means extract, transform and load.

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard
Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“HIPAA” means Health Insurance Portability and Accountability Act – a United States law designed to provide privacy standards to protect patients’ medical records and other health information provided to health plans, doctors, hospitals and other health care providers “HSD” means the New Mexico Human Services Department

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“IT” means Information Technology.

“Key Staff” means an employee whose primary focus and role will be to perform the work of the contract resulting from this RFP.

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price, quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Payer” means a health maintenance organization, insurance company, management services organization, or any other entity that pays for or arranges for the payment of any health care or medical care service, procedure, or product, including pharmacy and dental care and products. Primary submitter of data to the APCD.

“PHI” means Protected Health Information- under the US law, any information about health status, provision of health care, or payment for health care that is created or collected by a Covered Entity (or a Business Associate of a Covered Entity), and can be linked
to a specific individual. This is interpreted rather broadly and includes any part of a patient's medical record or payment history.

“Price Agreement” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“Provider” means an entity providing healthcare to patients/citizens

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“Responsive Offer” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a
All Payer Claims Database Implementation

proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Stakeholder” means entity affected by/ interested in the successful establishment and use of an APCD in New Mexico

“Solution” means any combination of design, software, services, tools, systems, processes, knowledge, experience, resources, expertise or other assets that the State, the Offeror, the APCD and the respective contractors use or provide to meet the business needs of the State of New Mexico as specified in the RFP and resulting contract.

“SPD” means State Purchasing Division of the New Mexico State General Services Department.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“State Purchasing Agent” means the director of the purchasing division of the general services department.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

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

Procurement Regulations and Request for Proposal – RFP instructions: https://www.nmhealth.org/publication/rfp
The following information is being added to the procurement library here: 
https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx

The NM DOH EMPI Bidirectional HL7 Interface User Guide (PDF document)

The RFP does not require Offerors to submit and/or request CDL format for proposals. It could potentially benefit Offerors to have more information, but it is up to Offerors to determine the information they want to acquire to support knowledge of APCDs and what they include in the proposals. The APCD Council is an outside entity. The State of New Mexico cannot provide specific APCD-CDL™ information to Offerors. The below reference link to the APCD-CDL™ information is provided for Offerors to request APCD-CDL™ information from directly. APCD-CDL™ request form website: https://www.apcdcouncil.org/common-data-layout

APCD Manual: https://www.apcdcouncil.org/manual

NM Health Information Systems Laws: https://laws.nmonesource.com/w/nmos/Chapter-24-NMSA-1978#l/b/a14A

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>SPD</td>
<td>August 6, 2020</td>
</tr>
<tr>
<td>2. Distribution List</td>
<td>Agency</td>
<td>August 13, 2020</td>
</tr>
<tr>
<td>3. Pre-Proposal Phone Conference</td>
<td>Agency</td>
<td>August 14, 2020</td>
</tr>
<tr>
<td>4. Deadline to submit Questions</td>
<td>Potential Offerors</td>
<td>August 18, 2020</td>
</tr>
<tr>
<td>5. Response to Written Questions</td>
<td>Procurement Manager</td>
<td>August 28, 2020</td>
</tr>
<tr>
<td>8. Selection of Finalists</td>
<td>Evaluation Committee</td>
<td>September 25, 2020</td>
</tr>
<tr>
<td>9. Best and Final Offers</td>
<td>Finalist Offerors</td>
<td>October 2, 2020</td>
</tr>
<tr>
<td>10. Oral Presentation(s)</td>
<td>Finalist Offerors</td>
<td>Oct. 5 – Oct. 9, 2020</td>
</tr>
<tr>
<td>11. Finalize Contractual Agreements</td>
<td>Agency/Finalist Offerors</td>
<td>October 23, 2020</td>
</tr>
<tr>
<td>13. Protest Deadline</td>
<td>SPD</td>
<td>+15 days</td>
</tr>
</tbody>
</table>

B. EXPLANATION OF EVENTS
The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. **Issuance of RFP**
   This RFP is being issued on behalf of the New Mexico State Department of Health on August 6, 2020.

2. **Acknowledgement of Receipt**
   Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Raymond Duran at Raymond.Duran@state.nm.us, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror’s representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. **Pre-Proposal Conference**
   A pre-proposal conference will be held as indicated in the sequence of events beginning at 10:00 AM Mountain Standard Time/Daylight Time via phone conference **Toll-free dial-in number:** (866) 757-5788, **Conference code:** 182738081. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference. Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. **Deadline to Submit Written Questions**
   Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 PM Mountain Standard Time/Daylight Time as indicated in Section II.A the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. **Response to Written Questions**
   Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).
An electronic version of the Questions and Answers will be posted to: https://www.nmhealth.org/publication/rfp

6. Submission of Proposal

At this time, only electronic proposal submission is allowed. Do not submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS, SECTION II.A. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED. The date and time of receipt will be recorded on each proposal.

Proposals must be submitted to Harrold Runnels on 1190 Saint Francis Drive, Santa Fe, New Mexico 87505. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means, will not be accepted.

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

7. Proposal Evaluation

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

8. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible thereafter. Finalists will be comprised of the three (3) Offerors receiving the highest cumulative scores in sections IV.A.1-IV.A.4 and sections IV.B.1-IV.B.7. A schedule for the oral presentation and demonstration will be determined at this time.

9. Best and Final Offers

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

10. Oral Presentations

Finalist Offerors, as selected per section II.B.8 above will be asked to conduct a virtual oral presentation as per schedule Section II.A., Sequence of Events or as soon as possible
The NM Department of Health foresees oral presentations to occur virtually considering COVID-19 response measures throughout the country. NM Department of Health will coordinate the scheduling of Oral Presentations via virtual platform with video.

11. **Finalize Contractual Agreements**

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

12. **Awards**

   After review of the Evaluation Committee Report and the receipt/review of Best and Final Offers (BAFO’s), the Agency Procurement office will award as per the schedule in Section II.A, Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

13. **Protest Deadline**

   Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 3:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

   Roy McDonald  
   Chief Procurement Officer  
   Harrold Runnels Building  
   1190 St. Francis Drive  
   Santa Fe, NM 87505  

   Mailing Address: P.O. Box 26110  
   Santa Fe, New Mexico 87502-6110

   Protests received after the deadline will not be accepted.
C.  GENERAL REQUIREMENTS

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

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

3. Prime Contractor Responsibility
   Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency 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 agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals
   An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

6. Offeror’s Rights to Withdraw Proposal
   Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror’s duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm
   Responses to this RFP, including proposal prices for services, will be considered firm for three hundred sixty-five (365) days after the due date for receipt of proposals or three hundred (300) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.
8. Disclosure of Proposal Contents

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

a) Proprietary and Confidential information is restricted to:

   (1) confidential financial information concerning the Offeror’s organization; and
   (2) information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.

b) An additional but separate redacted version of Offeror’s proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal.

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

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

9. Obligation

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

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency 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 RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror’s concerns must be promptly submitted in writing to the attention of the Procurement Manager.
13. Governing Law

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

14. Basis for Proposal

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

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

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

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

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

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

16. Offeror’s Terms and Conditions

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

17. Contract Deviations

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

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

19. Right to Waive Minor Irregularities
The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

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

22. Agency Rights
The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror’s proposal.

23. Right to Publish
Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror’s proposal or removal from the contract.

24. Ownership of Proposals
All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.
25. Confidentiality
Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the 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). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. New Mexico Employees Health Coverage
If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

a) Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

b) Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information https://www.bewellnm.com.

c) For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

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

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

The letter of transmittal MUST:

a) Identify the submitting business entity (its Name, Mailing Address and Phone Number);

b) Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror’s proposal content *(A response to B and/or C is only required if the responses differs from the individual identified in A)*;

c) Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.

d) Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and

e) Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization’s acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organization’s acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

f) Letter of transmittal Form shall be included in Proposal Binder 1. See Section III C 1.

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

30. Disclosure Regarding Responsibility

a) Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) 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 Offeror nonresponsive.

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

f) The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the 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.
31. New Mexico Preferences

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. Hard Copy Responses

Proposals in response to this RFP must be delivered to Harrold Runnels on 1190 Saint Francis Drive, Santa Fe, New Mexico 87505 ONLY, the Offeror need only submit one single hard copy of each portion of its proposal (Technical and Cost) as outlined below. Separate the proposals as described below into separate electronic files for submission. Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal must be submitted in separate USB as indicated below in this section, and be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload.

a) Technical Proposals – Eight (8) copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. The electronic version/copy can NOT be emailed. Must be submitted in the sequence described in Section III. C.1 Proposal Format. All information for the technical proposal must be combined into a single USB. The Technical Proposals SHALL NOT contain any cost information.

1. Confidential Information: If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror must submit two (2) separate ELECTRONIC technical files:

- Seven (7) ELECTRONIC version of the requisite proposals identified in Section III.B.2.a above as unredacted (def. Section I.F.38) versions for evaluation purposes; and
- One (1) redacted (def. Section I.F.27) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions must be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;

b) Cost Proposals – One (1) ELECTRONIC USB of the proposal containing ONLY the Cost Proposal. All information for the cost proposal must be combined into a single USB.

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

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

Offerors should be aware that the quality, clarity, and readability of the response will be considered as part of the evaluation. We encourage Offerors to present their responses in an organized, concise fashion that allows the reviewers to easily compare responses to the specific requirements of this RFP.

1. Proposal Content and Organization

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

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

a) Signed Letter of Transmittal
b) Signed Campaign Contribution Form
c) Table of Contents
d) Proposal Summary (Optional)
e) Response to Contract Terms and Conditions
f) Offeror’s Additional Terms and Conditions
g) Response to Specifications (except cost information which shall be included in Cost Proposal/Binder 2 only)
   1. Detailed Scope of Work, narrative response to Appendices F & H
   2. Organizational Strength-
   3. Oral Presentation
      a) Organizational experience as required in IV.B.1
      b) General business experience and qualifications as required in IV.B.2
      c) Data Management Experience as required in IV.B.3
      d) Data Analytics Experience as required in IV.B.4
      e) Privacy and Security Experience as required in IV.B.5
   4. Organizational References from IV.B.6
   5. Financial Stability - (Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the Confidential Information file, per Section II.B.2.a.i, as applicable)
   6. Performance Surety Bond

h) Other Supporting Material (If applicable)

Cost Proposal:

Completed Cost Response Forms (APPENDIX G)- Appendix G is in 2 sections: One for Required Tasks, the other for Additional Services. Additional Services Costs will not be scored; therefore Offerors must clearly separate the two Cost sections to facilitate accurate cost evaluation by the committee.
Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur only in the Cost Proposal**

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal.

### IV. SPECIFICATIONS

Offerors must respond in the form of a narrative Work Plan describing in reasonable detail how each of the tasks described in APPENDIX F Detailed Scope of Work, will be accomplished. APPENDIX F is organized into tasks for Project Management, Data Management Services, Analytics, Reporting and Presentation Services and Additional Services.

Innovative approaches and/or methodologies to accomplish the desired or intended results for each section are welcome and encouraged. An Offeror may propose an alternative method to address any required service or function, as long as they can clearly demonstrate that the proposed solution still accomplishes all of the goals associated with each task. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be deemed non-responsive and rejected.

Offerors are encouraged to describe their experience, capacity, and technical solutions for each Task. Innovation, efficiency, and cost-effectiveness are important to DOH and Offerors must reflect their experience and proposed solutions for each task described within each section.

Please describe in reasonable detail how you will accomplish each of the tasks described in APPENDIX F, Required Tasks, referring to specific sections and tasks as appropriate. The list of Tasks identifies needs or problems that need to be addressed in the Offeror’s proposed solution for that section. Please ensure that every identified “Required Bid Element” is addressed in your proposal.

- The Work Plan must concisely describe each program development and implementation task.
- If applicable, the Offeror must note any tasks to be delegated to subcontractors and, if known, identify subcontractors of the related Tasks.
- Offerors must describe their proposed approach to each activity within each Task in order for their offer to be considered responsive.
- All Offerors must respond to the Additional Services section in the narrative section. Note: The cost component for Additional Services will not be factored into the cost section of evaluation scoring.
- All Offerors must also indicate how their solution meets the Information Technology Requirements of Appendix H, Table H-1 in their narrative, for all mandatory
requirements and the highly desirable requirements the offeror’s solution meets.

A. SCOPE OF WORK

The scope of work offerors are to provide are services to build and maintain an All Payer Claims Database for the State of New Mexico. Services in scope include:

1. Project management-
   Includes activities needed to initiate, plan, execute, monitor and control and closeout the project aspects of the work being provided to DOH under contract. DOH will have a project manager coordinating work and participation from multiple State of New Mexico agencies participating in the effort to successfully implement an APCD for the State. Offerors are responsible for planning and coordinating delivery of their work and coordinating with the overall project team. Offerors must also provide status reporting and manage risks and issues relating to the work.

2. Data management-
   Data Management includes all activities related to the interaction with approximately 12 primary health care payer data suppliers in New Mexico:

   a) Develop data supplier onboarding and engagement, with a data submission tool for providers and data quality feedback methods.
   b) Acquire and transform Medicare and Medicaid data.
   c) Provide data collection status reporting and data collection documentation.
   d) Extract, transform and load data into a master database, consolidating claims and records therein.
   e) Provide value added enhancement and aggregation of raw healthcare data for analytics including health care groupers and the creation of patient level risk scores
   f) Provide quality checking and validation of data post-load
   g) Develop/collaborate with sources for an authoritative provider index. Develop and implement a Master Payer Index.
   h) Access: Provide role based access to multiple data versions at various stages for data lineage tracking and access to curated data to analytics vendor if applicable.
   i) Provide security and protection for proprietary payer and HIPAA patient data
   j) Provide transition services including plan and documentation to transition to another vendor at the end of the contract term.
   k) Maintenance and support of the data storage platform

3. Data analytics Reporting and Presentation-
   DOH must be able to respond to a broad range of stakeholder requests for information based on the APCD. For example, DOH may be asked to inform legislators on cost and utilization of specific services or they may be asked to provide public health information for federal reporting. DOH is also required to create cost and quality comparison reports by geography, provider, or, perhaps, payer.
   The vendor must support the DOH analytic capacity to meet those needs quickly and efficiently by creating and maintaining an Analytics Environment.
The analytics and reporting work includes:

a) Development of an analytics master plan
b) Developing comparisons of payers and comparisons of providers
c) Development and implementation of methodologies for attributing patients to providers and individual providers to groups or worksites
d) Development and implementation of methodologies to create episodes of care.
e) Development and implementation of methodologies for linking health claims data to other data sources
f) Development of care quality metrics
g) Analytic platform and tool documentation
h) Maintenance and support of analytics platform
i) Development of cost comparison data for consumers.
j) Development and deployment of a consumer facing website that presents cost comparison data in an easily comprehensible and accessible way.

DOH is open to a variety of possibilities for meeting this goal, including, but not limited to, a vendor that chooses to provide analytics and reporting services on their own system, a vendor that provides a tool-kit or set of programs that DOH can implement on an internally hosted system, or a variety of other approaches. Any proposed solution for creating the Analytics Environment must allow DOH staff and other stakeholders to create reports and perform analysis using a variety of analytical / query tools (e.g. SAS, SQL Server Management Studio, etc.)

4. Additional Services-
New Mexico Department of Health - DOH may choose to incorporate additional services such as data management of additional data sources such Indian Health Services (IHS) or Workers Compensation, total cost of care reporting, or other tasks in the work. These Additional Services are outlined in the Additional Services portion of APPENDIX F, and must be responded to.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors must:

a) Provide a 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 Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider processing or analyzing health care data. Specific high-level examples are encouraged to include analytical, project management, dashboard, and problem-solving experiences. APCD-related applications provided to public sector will be given priority, but related experiences and for the private sector will also be considered; indicate how many APCDs have been developed in the last two years and what percentage of business revenue is derived from APCD engagements; answer the following questions related to company strength:
(1) How long has your company been in business? If the Offeror is a new company, please identify whether the business is a startup, spinoff, or an expansion of a larger business enterprise.
(2) Is your company currently free from litigation? If not, please explain.
(3) Include any information relating to contract sanctions, terminations, defaults, or suspensions.
(4) Please provide evidence of the overall financial strength of the company such as an audited financial statement or an independent rating company.
(5) Please describe the bench strength, support structures, and the overall depth of industry and technical skill within the company. Include any relevant information for partners, subcontractors, or contractors.

b) Describe at least two project successes and failures of a large-scale health care data engagement (APCD or similar). Include how each experience improved the Offeror’s services.

c) Provide the following staff related information:

(1) Please identify each key staff person to be assigned to this project by position and role/responsibility and provide a brief biography or resume for each individual that clearly identifies any relevant experience along with the number of years and their projected time commitment to the project.
(2) Offeror is expected to have at least 15 years of relevant experience in total for key staff included in this project. Please include a brief table of key staff members who would be working on this project that includes a description of their experience on APCDs or other large healthcare data systems, names of data systems the individuals have worked on, and if work was for data management or analytics or both.
(3) Please provide an organizational chart and describe your plan to ensure proper project oversight.
(4) Please identify the name of the single individual who will serve as the Project Manager and another to serve as the single point of contact (if different).

2. General Business Experience and Qualifications
   a) Describe the company’s expertise in the secure management, storage, and release of protected health information that is compliant with State and Federal rules, regulations, and statutes.
   
   b) Describe the company’s experience transferring data using Microsoft SQL or similar data base platforms; please indicate which platforms.

3. Data Management Experience
   a) Offerors must show they have a minimum of 5 years of company experience providing data collection, management, and reporting services using healthcare claims or encounters for a large data system (Provide client list and examples of work performed).
b) describe the company’s expertise in validation and quality assurance of healthcare data.
c) describe the company’s experience with at least 5 of the following:
d) creating or implementing an automated tool to provide feedback to data suppliers regarding data quality
e) developing and maintaining a role-based data access and reporting system to provide flexibility by data elements and subsets
f) developing user interfaces to grant access to multiple data versions (such as raw, edited, and consolidated)
g) creating, implementing or integrating with an existing Master Patient Index or similar identity resolution tool
h) creating or implementing a Master Payer Index
i) applying risk adjustment methods to healthcare claims or encounters data
j) performing aggregation and enhancement of raw healthcare data, including the use of healthcare groupers or the creation of patient-level risk scores

4. Data Analytics, Reporting and Presentation Experience
   a) Offerors must show they have a minimum of 5 years of company experience providing analytic services to either an APCD or other large healthcare data collection and reporting system. This experience must include at a minimum:

   (1) Comparisons of payers,
   (2) Comparisons of providers,
   (3) Health policy decision support, OR,
   (4) Medical economics analysis

b) Describe the company’s experience with at least 3 of the following:

   (1) creating or implementing a tool to produce healthcare data for the purpose of informing policy
   (2) creating or implementing a methodology to attribute patients to health care providers
   (3) creating or implementing a methodology to attribute individual physicians to clinics, groups, or worksite locations
   (4) creating or implementing a methodology that creates episodes of care
   (5) creating or implementing a methodology that links health care claims data to other data sources

c) Describe the company’s experience in developing or implementing tools for reporting and displaying medical service costs to consumers in a public facing web accessible manner.

5. Privacy and security experience
   a) Please describe your experience handling protected health information. Describe your processes for ensuring the privacy and security of data transmitted to or from and stored in your system and your protocol for handling a data breach. Identify any national or industry standards that you have adopted and implemented and indicate whether your security controls are currently in compliance with the standards you have adopted.
b) Offerors must provide an audit report (such as SOC-2 or SOC-3) annually describing the effectiveness of their non-financial controls. Please describe your company's current practices with regard to auditing and reporting on the effectiveness of your controls for security, availability, processing integrity, confidentiality, and privacy.

c) Describe any major data breaches or security incidents in the last 5 years and your associated response to the incident.

6. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. Offerors are required to submit APPENDIX E, Organization Reference Questionnaire, to the business references they list. The business references must electronically submit the Reference Form directly to the SPD buyer described in Sec I Paragraph D. It is the Offeror’s responsibility to ensure the completed forms are received on or before the Proposal Submission date indicated in Section II A for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor’s score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:

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

7. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee. The Evaluation Committee will request a finalist to provide an oral
presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

8. Mandatory Specification

APPENDIX F, Detailed Scope of Work Required Tasks: Offerors must respond to the required bid elements for each of the tasks under the 4 areas of APPENDIX F, Required Tasks: Project Management, Data Management, Data Analytics and Additional services in their Technical Proposal.

Information Technology Requirements:
Offerors shall review the information technology requirements in APPENDIX H and provide a statement of concurrence their proposed solution will meet all mandatory requirements in the table. Offerors must also provide information in their narrative response (also in Technical Proposal binder 1, section F.1) as to how their solution meets the requirements in the table, for all mandatory requirements and the highly desirable requirements the Offeror’s solution meets. Offerors shall also indicate if their proposed solution does not meet a highly desirable requirement.

D. BUSINESS SPECIFICATIONS

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

2. Performance Surety Bond
Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency 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 L.E.46, must be submitted in the Offeror’s proposal.

3. Letter of Transmittal Form
The Offeror’s proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. The completed form must be included in proposal Binder 1.

4. Campaign Contribution Disclosure Form
The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)
5. Cost
Offerors must complete the Cost Response Form in APPENDIX G. Cost will be measured by appropriateness and best value for the State. All charges listed on APPENDIX G must be justified and evidence of need documented in the proposal. Offeror shall acknowledge that it will provide full, secure access to all its work products and tools. The Offeror’s services will be available to the State, Stakeholder partners, and State contractors without transaction fees or charges throughout all stages of development and operations.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

<table>
<thead>
<tr>
<th>Factors – correspond to section IV.A, IV.B and IV.C</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Scope of Work/Mandatory Specification (B.8)</td>
<td></td>
</tr>
<tr>
<td>A.1 Project Management</td>
<td>90</td>
</tr>
<tr>
<td>A.2 Data Management</td>
<td>120</td>
</tr>
<tr>
<td>A.3 Analytics, Reporting and Presentation</td>
<td>120</td>
</tr>
<tr>
<td>A.4 Additional Services</td>
<td>70</td>
</tr>
<tr>
<td>B. Technical Specifications</td>
<td></td>
</tr>
<tr>
<td>B.1 Organizational Experience</td>
<td>25</td>
</tr>
<tr>
<td>B.2 General Business Experience</td>
<td>20</td>
</tr>
<tr>
<td>B.3 Data Management Experience</td>
<td>35</td>
</tr>
<tr>
<td>B.4 Data Analytics, Reporting and Presentation</td>
<td>35</td>
</tr>
<tr>
<td>Experience</td>
<td></td>
</tr>
<tr>
<td>B.5 Privacy and Security Experience</td>
<td>35</td>
</tr>
<tr>
<td>B.6 Organizational References</td>
<td>75</td>
</tr>
<tr>
<td>B.7 Oral Presentations</td>
<td>175</td>
</tr>
<tr>
<td>C. Business Specifications</td>
<td></td>
</tr>
<tr>
<td>C.1 Financial Stability</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.2 Performance Surety Bond</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.3 Letter of Transmittal</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.4 Campaign Contribution Disclosure Form</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.5 Cost</td>
<td>250</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>1,000 points</strong></td>
</tr>
</tbody>
</table>

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS
Responses will be scored on a point system with one thousand (1,000) total points including orals. If oral presentations are needed, Offerors with the highest total points prior to oral presentations will be considered Finalists. The number of Finalist Offerors will be determined at the discretion of the Evaluation Committee. The award for this contract will
go to the Finalist deemed to be the most advantageous and to offer the best value to the State for this work.

1. **A.1-A4 Scope of Work/Mandatory Specifications (B.8) (350 points)**
   Points will be awarded based on the thoroughness and clarity of the response regarding the information in A.1 A.4 Scope of Work and B.8/Appendix F Detailed Scope of Work,

2. **Overall Organizational Strength B.1- B.5 (150 points total)**
   a. **B.1 Organizational Experience** (25 points)
   Points will be awarded based on the thoroughness and clarity of Offeror’s response in this section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror’s candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes

   b. **B.2 General Business Experience**
   Points will be awarded based on the thoroughness and clarity of Offeror’s response in this section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise in secure and compliant management of PHI and experience with database platforms

   c. **B.3 Data Management Experience**
   Points will be awarded based on the thoroughness and clarity of Offeror’s response in this section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience with ingesting, transforming, and maintaining large, diverse health care datasets including payer claims into data platforms accessible for multiple uses by multiple entities. Offeror’s experience in developing Master Indices for the data and aggregating and enhancing acquired data will also be evaluated.

   d. **B.4 Data Analytics Experience**
   Points will be awarded based on the thoroughness and clarity of Offeror’s response in this section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience providing analytic services to either an APCD or other large healthcare data collection and reporting system. Offeror’s experience creating, providing or implementing tools for healthcare analysis will be evaluated, as will their experience providing a web-based consumer facing presentation of medical service costs for comparison.

   e. **B.5 Privacy and Security Experience**
   Points will be awarded based on the thoroughness and clarity of Offeror’s response in this section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience handling PHI data securely, ability to respond to data security audits and experience handling data breaches and security incidents.
3. **B.6 Organizational References (75 points)**

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

5. **B.7 Oral Presentation (175 points)**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda.


The mandatory specifications require responses to the Detailed Scope of Work, Appendix F and the Information Technology Requirements of Appendix H. Scoring is therefore combined with that of item 1 above.

7. **C.1 Financial Stability (See Table 1)**

Pass/Fail only. No points assigned.

8. **C.2 Performance Bond (See Table 1)**

If required. Pass/Fail only. No points assigned.

9. **C.3 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

4. **C.5 Cost (See Table 1)**

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

Lowest Responsive Offer Bid
Provide costs and detailed budget explanations in a table format as shown in APPENDIX G. Costs of Additional Services will not be scored and are requested for reference and possible inclusion in the contract deliverables.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.

4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM
APPENDIX A

REQUEST FOR PROPOSAL

All Payer Claim Database
10-665-20-77311

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than August 13, 2020 at 3:00 PM MST. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: ____________________________________________________________

REPRESENTED BY: _________________________________________________

TITLE: ______________________ PHONE NO.: ______________________

E-MAIL: ______________________ FAX NO.: ______________________

ADDRESS: _______________________________________________________

CITY: ______________________ STATE: ______ ZIP CODE: ____________

SIGNATURE: __________________________ DATE: _________________

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

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Raymond Duran Procurement Manager
All Payer Claim Database RFP #10-665-20-77311
Department of Health
1190 St. Francis Dr.
Santa Fe, NM  87505
E-mail: Raymond.Duran@state.nm.us
APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: ______________________________________

Relation to Prospective Contractor: ______________________________________

Name of Applicable Public Official: ______________________________________

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.
APPENDIX C

SAMPLE CONTRACT

STATE OF NEW MEXICO

New Mexico Department of Health

INFORMATION TECHNOLOGY PROFESSIONAL SERVICES AGREEMENT
Agreement No.: 00-66500-20-77311

THIS INFORMATION TECHNOLOGY PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made by and between the State of New Mexico (the “State”), New Mexico Department of Health, hereinafter referred to as “Procuring Agency” and [Insert Contractor Name], hereinafter referred to as “Contractor” and collectively the parties are hereinafter referred to as the “Parties.” This Agreement must be approved by the Department of Information Technology (“DoIT”).

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq; and Procurement Code, NMAC 1.4.1 et.seq; Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and Procuring Agency has selected Contractor as the offeror most advantageous to the State; and

WHEREAS, all terms and conditions of the 00-66500-20-77311 All Payer Claims Database and Contractor’s response to such document(s) are incorporated herein by reference; and

THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. “Acceptance,” “Accept” or “Accepted” means the approval, following Quality Assurance, of all the Deliverables by Procuring Agency’s ELR (“ELR”).
B. “Agency CIO” means Procuring Agency’s Chief Information Officer.
C. “Application Deployment Package” or “ADP” means Contractor’s centralized and systematic delivery of business critical applications, including the source code (for custom software), documentation, executable code and the deployment tools necessary to successfully install application software fixes, including Contractor’s Software related additions, modifications, or deletions.
D. “Business Days” means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for Federal and State holidays.
E. “Change Request” means a written document utilized by either Party to request changes or revisions in the Scope of Work – Exhibit A, attached hereto.
F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential Procuring Agency or client information as the term is defined in State and/or Federal statutes or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by Procuring Agency or any other State office or agency as confidential, including all information designated as confidential under Federal and State statutes or regulations; (5) unless publicly disclosed by Procuring Agency or the State, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that has not been publicly disclosed and that is utilized, received, or maintained by Procuring Agency, Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation hereunder.

G. “Contract Manager” means a Qualified Person designated by Procuring Agency who is responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager will be [Insert Name] or his/her Representative.

H. “Data” means a compilation, body, set or sets, of discrete information gathered by Procuring Agency and/or Contractor which Procuring Agency owns and/or controls and which concerns, and may be utilized or manipulated by Procuring Agency and/or Contractor, to further Procuring Agency’s governmental interests, role and mission (“Mission”). Data includes, but is not limited to, Procuring Agency’s information, whether or not stored in one or more databases, Confidential Information and other internal information which affects or may affect Procuring Agency’s ability to further its Mission.

I. “Default” means a violation or breach of this Agreement by a Party’s either: (1) failing to perform one’s own contractual obligations hereunder, or (2) by interfering with the other Party’s performance of its obligations hereunder.

J. “Deliverable” means the verifiable outcomes, results, the Services or products that Contractor will develop, perform, and/or produce and deliver to Procuring Agency according to the Scope of Work.

K. “DoIT” means the New Mexico State Department of Information Technology.

L. “DoIT CIO” means DoIT’s Cabinet Secretary or Chief Information Officer, who also serves as the State’s Chief Information Officer.

M. “Employees” means stockholders, directors, officers, employees and agents.

N. “Escrow” means a legal document (such as Source Code) delivered by Contractor to a third party escrow agent (“Escrow Agent”), and held by Escrow Agent until Procuring Agency Accepts one or more the Deliverables; in the event Contractor Defaults this Agreement, Procuring Agency will receive the legal document, e.g., Source Code, from Escrow Agent.

O. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when Contractor makes or adds to a Deliverable, materially improves the Deliverable’s utility, efficiency, functional capability, or application (“Utility”). An error correction is not an Enhancement unless the Deliverable’s Utility is improved in Contractor’s process of making the error correction.

P. “Executive Level Representative” or “ELR” means the individual designated and empowered with the authority to represent and make decisions on behalf of Procuring Agency or the Representative of the Executive Level Representative.

Q. “GRT” means New Mexico gross receipts tax.
R. "GSD" means the General Services Department; “GSD/CRB” means the General Services Department, Contracts Review Bureau.

S. “Intellectual Property (IP)” means any and all proprietary information or material, whether tangible or intangible, whether derived, embodied, composed or comprised of any hard copy, soft copy, electronic format, hardware, firmware, software or manifested in any other form, whether solid, liquid or vapor, that consists of, or is directly or indirectly related to, Know How, trade secrets, copyrightable material, patent protected or protectable inventions and/or information, U.S. and foreign patent applications and patents, service marks, trademarks, and trade names, any of which is conceptualized, created or developed by either one or both of the Parties. For the purposes of this Agreement each Party shall have exclusive ownership rights and control over Intellectual Property that the Party owns or controls prior to the commencement of this Agreement (“Pre-Owned IP”). Intellectual Property that Contractor creates during the course of Contractor’s performance of work hereunder will be deemed work made for hire (“Work Made for Hire”). Procuring Agency will be considered to be the creator and sole and exclusive owner of all Work Made for Hire. Together, any and all combinations of Procuring Agency’s Pre-Owned IP and Work Made for Hire shall comprise “Agency IP.”

T. “Independent Verification and Validation (“IV&V”)” means the process whereby Procuring Agency retains an independent expert to evaluate, verify and issue a written validation opinion concerning Contractor’s performance of the Project and to determine Contractor’s compliance with the requirements stated in the Scope of Work, whether with respect to evaluating certain stages of the Deliverables, or to evaluating the body of the Deliverables as a whole, or both.

U. “Know How” means the idea(s), technical information and knowledge including, but not limited to, documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating to, or causing the enablement of the Work Made for Hire and the Intellectual Property developed hereunder.

V. “Payment Invoice” means each of Contractor’s detailed, certified and written requests for payment concerning the Deliverables that Contractor renders to Procuring Agency. Each Payment Invoice must identify each Deliverable for which the Payment Invoice is submitted and must include the price stated in the Scope of Work (Deliverables section), and in Article 3, below, as well as Contractor’s actual charge, for each Deliverable.

W. “Performance Bond” means a surety bond which guarantees against Contractor’s Default as well as Contractor’s full performance of its obligations hereunder.

X. “Project” means the sum of Contractor’s efforts necessary to produce and deliver the Deliverables to Procuring Agency according to the Scope of Work. [If applicable, insert: The title for this Project is All Payer Claims Database]

Y. “Project Manager” means a Qualified Person appointed by Procuring Agency who oversees and manages Contractor’s efforts to produce and deliver the Deliverables to Procuring Agency. The Project Manager for this Project is [Insert Name] or his/her Representative.

Z. “Qualified Person” means a person who has demonstrated experience performing and completing activities and tasks similar to the Project.

AA. “Quality Assurance” or “Quality Assurance Review” means the planned and systematic pattern of rules, measures, procedures and process established by Procuring Agency to ensure that each Deliverable conforms to the requirements stated in the Scope of Work.
BB. “Representative” means one or more substitute person(s) for a title or role, e.g. Project Manager or Contract Manager, when the Party’s primary contact person is unavailable.

CC. “Scope of Work” or “SOW” means the statements of Purpose and the Deliverables attached to this Agreement as Exhibit “A.”

DD. “Service” or “the Services” means the task(s), function(s), and responsibility(ies) assigned to, and performed by Contractor according to the SOW.

EE. “State” means the State of New Mexico.

FF. “State Purchasing Agent (NMSPA)” means the New Mexico State Purchasing Agent or his/her Representative.

GG. “State Purchasing Division (SPD)” means the State Purchasing Division of the New Mexico General Services Department.

HH. “Software” means the operating system and/or application software used by Contractor to provide the Deliverables hereunder. Software may include, but is not limited to, Third Party Software. “Third Party Software” means software owned by third parties which is utilized by Contractor and/orProcuring Agency hereunder. Third Party Software is listed in Section 3 of Exhibit B, attached hereto.

II. “Software Maintenance” means the set of activities that result in changes to the Accepted (baseline) product set of Software. These activities consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline Software and operating system.

JJ. “Source Code” means the human-readable programming instructions organized into sets of files that represent the business logic for the Project application. Source Code may be read as text and subsequently edited, requiring compilation or interpretation by a Qualified Person into binary or machine-readable form before being directly useable by a computer.

KK. “Turnover Plan” means the written plan developed by Contractor and approved by Procuring Agency to continue the Project in the event the Deliverables stated in the SOW are transferred, either directly to Procuring Agency or to a third party.

ARTICLE 2 – SCOPE OF WORK

A. The Scope of Work. The Scope of Work, or “SOW” attached hereto as “Exhibit A,” is incorporated into this Agreement as if fully set forth herein. The SOW governs Contractor’s production and delivery of the Deliverables to Procuring Agency. The Parties may amend the SOW by executing one or more mutually agreed upon written amendments. In the event a conflict of terms exists between this Agreement and the SOW, the terms of this Agreement will govern.

B. Contractor Default. Contractor will deliver the Deliverables as stated in the SOW. In the event Contractor fails to deliver the Deliverables according to the SOW, Procuring Agency may declare Contractor to be in Default hereunder. In the event Procuring Agency declares Contractor to be in Default, Procuring Agency will give written notice to Contractor describing the Default and will specify a reasonable period of time during which Contractor will remediate the Default. Contractor will then give Procuring Agency a written response that advises Procuring Agency concerning the measures Contractor will take to cure the Default as well as Contractor’s proposed timetable for implementing those measures. Nothing in this Section will be construed to prevent Procuring Agency from exercising Procuring Agency’s rights pursuant to Article 6 or Article 16, below.
C. **Schedule.** Contractor will deliver the final Deliverables to Procuring Agency on or before the due dates stated in the SOW. The due dates will not be altered or waived by Contractor absent Procuring Agency’s prior written consent, according to the Amendment process stated in Article 25, below.

D. **License.** [If a software license is required, use the following language:] Contractor hereby grants Procuring Agency a [CHOICE #1- If a perpetual license is required, use the following language:] non-exclusive, irrevocable, perpetual license to use, modify, and copy the following Software: [Insert name of the software and the patent number if applicable] [CHOICE #2- If a Software license is required for the term of this Agreement, use the following language:] non-exclusive, irrevocable, license to use, modify, and copy the [Insert name of Software and patent number if applicable] Software and any and all updates, corrections and revisions as stated in Article 2 and the SOW for the term of this Agreement.

Procuring Agency’s right to copy the Software is limited to Procuring Agency’s archival, backup and training purposes only. All of Procuring Agency’s archival and backup copies of the Software are subject to the provisions of this Agreement, and Procuring Agency will reproduce all Software related titles, patent numbers, trademarks, copyright and other restricted rights notices on Procuring Agency’s Software copies.

1. Contractor will maintain, at Contractor’s sole expense, a copy of the Software Source Code to be kept by Escrow Agent and will identify Procuring Agency as an authorized recipient of the Software Source Code from Escrow Agent. Contractor will store the Software Source Code in magnetic form on media specified by Procuring Agency. Escrow Agent will be responsible for storing and safekeeping the Software Source Code magnetic media. Contractor will replace the escrowed Software Source Code magnetic media at least every six (6) months to ensure readability and to preserve the Software at the then current revision level. Contractor will include all associated Software documentation with the magnetic media, which will allow Procuring Agency to “top load,” compile and maintain the Software in the event of Contractor’s Default(s).

2. In the event Contractor (a) ceases to do business or ceases to support the Project, or (b) fails to make adequate provision for continued support of the Software that Contractor develops or provides to Procuring Agency, or (c) if Contractor Defaults hereunder, or (d) if this Agreement is terminated, Contractor will, within a twenty-four (24) hour period, make all of the following items available to Procuring Agency: (i) the latest available Source Code and documentation related to the Software that Contractor develops or provides according to the SOW; (ii) the Source Code and compiler/utilities necessary to maintain Procuring Agency’s system; and, (iii) Contractor’s related documentation for Software developed by third parties to the extent Contractor is authorized to disclose such Software to Procuring Agency. In any of the above circumstances (a), (b), (c) or (d), Contractor will, by virtue of this Section, grant Procuring Agency an automatic, uncontested and unlimited right to use, modify and copy the Software, the Source Code and all of their related documentation.
E. **Source Code.** [**CHOICE #1 – If this is a new development and/or a maintenance and operations agreement, use the following language:**] Contractor will deliver any and all Software and Source Code that Contractor develops as a result of Contractor’s new development and/or maintenance Software releases. Each of Contractor’s Application Deployment Packages (“ADP”) must be able to reproduce fully operational applications that include all base application functionalities, all cumulative release functionalities and include the functionalities, as documented, verified and supported by Contractor, which comprise each new application release.

[**CHOICE #2 – If Contractor will hold Software and Source Code in escrow, use the following language:**] For each maintenance release, at Contractor’s sole expense, Contractor will update Contractor’s Application Deployment Packages (“ADP”) and place the updated ADP for escrow with Escrow Agent. The ADP will be in magnetic or digital form on media specified by Procuring Agency. Escrow Agent will be responsible for storage and safekeeping of the ADP storage media. Contractor will identify Procuring Agency to Escrow Agent as an authorized recipient of the ADP storage media, which will contain the most recent application release.

[**CHOICE #3 – If Contractor will not hold Software and/or Source Code in escrow, use the following language:**] For each maintenance release, at Contractor’s sole expense, Contractor will update Contractor’s Application Deployment Packages (“ADP”) and deliver the updated ADP to Procuring Agency in magnetic or digital form on media specified by Procuring Agency.

[**CHOICE #4 – Not Applicable. The Parties agree there is no Source Code.**]

F. **Procuring Agency’s Rights.**

1. **Rights to Software.** [**CHOICE #1 – If Procuring Agency has right to own the Software, use the following language:**] Procuring Agency will own all right, title, and interest in and to Procuring Agency’s Confidential Information, the Software, the Source Code and other Deliverables, including without limitation, the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and its associated documentation for the purposes of this Section. Contractor will take all actions necessary and transfer ownership of the Confidential Information, the Software, the Source Code and the other Deliverables to Procuring Agency, without limitation, as well as the Custom Software and associated Documentation on Final Acceptance or as otherwise provided hereunder.] [**CHOICE #2 – Not Applicable. The Parties agree that this is an agreement pertaining only to professional services and does not involve the provision or use of Software.**]

2. **Protection of Proprietary Rights.** Contractor will reproduce and attach the State’s copyright, product identifications and other proprietary notices on the copies Contractor makes and delivers of the Software, the Source Code and other
Deliverables for Procuring Agency, in whole or in part, or on any electronic, hard copy or other tangible form of the Deliverables.

3. **Protection of Data.** Contractor will protect and safekeep all of Procuring Agency’s Data to the same or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect Procuring Agency’s Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively “Data Damage”), whether caused by Contractor, Contractor’s Employees or one or more third parties. In the event a Data Damage incident occurs while Procuring Agency’s Data is within Contractor’s purview and/or control, within one (1) hour of Contractor’s discovery of a Data Damage incident, Contractor will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.

4. **Rights to Data.** [**CHOICE #1 – If the Data belongs to Procuring Agency, use the following language:**] Any and all of Procuring Agency’s Data that is stored upon Contractor’s servers or lies within Contractor’s custody hereunder, is Procuring Agency’s sole and separate property and inures to Procuring Agency’s exclusive benefit. None of Contractor or Contractor’s Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce Procuring Agency’s Data in any manner, or provide of Procuring Agency’s Data to any third party absent Procuring Agency’s prior written authorization. [**CHOICE #2 – Not Applicable. The Parties agree Procuring Agency has no rights to the Data.**]

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**ARTICLE 3 - COMPENSATION**

A. **Compensation Schedule.** Procuring Agency will pay Contractor according to the fixed price set for each Deliverable, per the schedule stated in the SOW, less retainage, if any, as identified in Paragraph D.

B. **Payment.** The total compensation hereunder will not exceed [**Insert Dollar Amount**] [**CHOICE #1 - excluding New Mexico gross receipts tax. CHOICE #2 - including New Mexico gross receipts tax.**] This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that Procuring Agency pays to Contractor, will equal the maximum total amount. However, the Parties do not intend for Contractor to continue to deliver the Deliverables without compensation once the total compensation amount has been reached. Therefore, Contractor must notify Procuring Agency before the price of a Deliverable reaches the compensation amount for that Deliverable stated in the SOW. In no event will Procuring Agency pay Contractor for any Deliverables in an amount that exceeds the maximum total amount without this Agreement being amended in writing prior to Contractor’s continued delivery of the Deliverables.
Procuring Agency will pay Contractor upon Procuring Agency’s Acceptance of each Deliverable according to Article 4, below, and upon the receipt and Acceptance of Contractor’s detailed and certified Payment Invoice(s). Procuring Agency will forward its payments to Contractor’s designated mailing address, stated in Article 28, below. In accordance with Section 13-1-158 NMSA 1978, Procuring Agency will tender payment to Contractor within thirty (30) days of the date of Procuring Agency’s written certification of Acceptance. All Payment Invoices MUST BE received by Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Contractor’s Payment Invoices received by Procuring Agency later than fifteen (15) days after the termination of this Agreement WILL NOT BE PAID.

C. Taxes. [CHOICE #1- Use if Agreement is between two public entities: - Not Applicable - This Agreement is between two public entities.]

[CHOICE #2 – Contractor [Use either: - will OR will not] be reimbursed by Procuring Agency for applicable New Mexico gross receipts taxes (“GRT”), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department. Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. Contractor must report its GRT, income tax and other tax obligations under Contractor’s Federal and State tax identification number(s). Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor’s employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Agency harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.].]

D. Retainage. [CHOICE #1 - Procuring Agency will retain [INSERT percentage (which is recommended at - twenty percent (20%))]] of the fixed-price cost of each stated Deliverable as security for Contractor’s full performance of this Agreement. Procuring Agency will release all retained amounts to Contractor upon Procuring Agency’s Acceptance of the final Deliverable. [CHOICE #2 – Not Applicable. The Parties agree there is no retainage.]

E. Performance Bond. [CHOICE #1- If the amount of this Agreement exceeds $1Million OR, if this Agreement is intended for custom developed software/application, OR Commercial Off the Shelf (COTS) software with greater than 20% Enhancement, OR for any other critical project execution concerns, use the following language:] Contractor will execute and deliver to Procuring Agency, contemporaneously with the execution of this Agreement, a performance bond in the amount of [Insert Total Amount of the agreed upon Performance Bond] (the “Performance Bond”) in Procuring Agency’s name. The Performance Bond will be in effect for the duration of this Agreement.
and any renewals hereof. Procuring Agency will condition its release of the Performance Bond upon Procuring Agency’s Acceptance of Contractor’s full performance and fulfillment of each and every of its Deliverables, terms, conditions, provisions, and obligations hereunder. Procuring Agency’s right to recoup monies against the Performance Bond will include all of Procuring Agency’s costs and damages associated with the transfer of the Deliverables to a third party or to the State as a result of Contractor’s performance failure(s).

[CHOICE #2 – Not Applicable. The Parties agree there is no Performance Bond.]

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon Contractor’s completion and delivery of each Deliverable stated in the SOW, Contractor will submit a Payment Invoice, together with an accurate description of the Deliverable, to Procuring Agency. Contractor will submit its Payment Invoices to Procuring Agency according to, or lower than, the Deliverable price stated in the SOW, less the retainage, if any, stated in Article 3(D), above. Contractor will not submit Payment Invoices to Procuring Agency for any amount(s) that exceed the amount(s) stated in the SOW absent Procuring Agency’s prior written permission.

B. Acceptance. According to Section 13-1-158 NMSA 1978, the ELR will determine whether the Deliverable(s) meet(s) the specifications stated in the SOW. Procuring Agency will not pay for any Deliverable until the ELR Accepts the Deliverable in writing. In order to Accept a Deliverable, the ELR, in conjunction with the Project Manager, will perform a Quality Assurance Review of the Deliverable to determine, at a minimum, whether the Deliverable:

1. Meets or exceeds the Deliverable requirements stated in the SOW; and
2. Complies with the terms and conditions of [CHOICE #1- RFP or Sole Source Agreement] [CHOICE #2 – statewide or agency price agreement] [CHOICE #3 – specify any other procurement method (please specify)]; and
3. Meets or exceeds the generally accepted industry standards and procedures applicable to the Deliverable(s); and
4. Complies with all other of Contractor’s requirements, duties and obligations hereunder.

In the event the ELR Accepts a Deliverable according to the ELR’s Quality Assurance Review, the ELR will send Contractor the ELR’s written Acceptance within [INSERT # of days - recommend at not less than fifteen (15)] Business Days] (the “Acceptance/Rejection Period”) from the date the ELR receives each of Contractor’s Payment Invoice(s).

C. Rejection. If the ELR fails to give Contractor notice of Procuring Agency’s rejection of a Payment Invoice within the Acceptance/Rejection Period, the Deliverable, together with its corresponding Payment Invoice will be deemed to be Accepted by Procuring Agency.
In the event the ELR rejects the Deliverable following the ELR’s Quality Assurance Review within the Acceptance/Rejection Period, the ELR will send Contractor a rejection notice together with a consolidated set of comments ("Comments") indicating the issues, unacceptable items, and/or requested revisions that Contractor should make or perform with respect to the rejected Deliverable. Upon Contractor’s receipt of the ELR’s rejection and Comments, Contractor will have ten (10) Business Days to resubmit the rejected Deliverable to Procuring Agency together with Contractor’s revisions, corrections and/or modifications made according to the ELR’s Comments. Upon receipt of Contractor’s revised, corrected or modified ("Revised") Deliverable, the ELR will determine whether the Revised Deliverable is Acceptable by conducting a second Quality Assurance Review. The ELR will then issue a written determination of Procuring Agency’s acceptance or rejection of the Revised Deliverable within fifteen (15) Business Days of Procuring Agency’s receipt of the Revised Deliverable. In the event the ELR rejects the Revised Deliverable according to the second Quality Assurance Review, Contractor will be then required to provide a remediation plan that will include a list of Contractor’s planned corrective measures and an associated timeline for Contractor to complete its remediation of the Deliverable. Contractor’s remediation plan must be accepted by the ELR prior to Contractor’s implementation of its Deliverable remediation plan. At the same time, Contractor will also be subject to pay Procuring Agency all of Procuring Agency’s monetary damages associated with Contractor’s failure to timely deliver an Acceptable Deliverable and must complete all remedies attributable to Contractor’s late delivery of the Deliverable. In the event ELR rejects a Deliverable three times, Procuring Agency may declare Contractor to be in Default and may immediately terminate this Agreement. Procuring Agency may then seek to recover from Contractor any and all damages and remedies available hereunder and otherwise available in law or equity.

ARTICLE 5 – TERM

[CHOICE #1: If this Agreement contains professional services whether based on a statewide or agency price agreement or based on a separate procurement for IT professional services (small purchase, RFP, etc.), use the following language:] THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE SIGNATURE OF THE CONTRACTS REVIEW BUREAU.

[CHOICE #2: If this Agreement is NOT based on a statewide or agency price agreement and is only for tangible property and does not include professional services, use the following language:] THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE APPROVAL SIGNATURES OF DoIT AND THE STATE PURCHASING AGENT.

[CHOICE #3: If this Agreement is based on a statewide or agency price agreement and is only for tangible property and/or the Deliverables, use the following language:] THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE APPROVAL SIGNATURE OF DoIT.
This Agreement will terminate on [Insert Termination Date], unless terminated pursuant to Article 6, below. The term of this Agreement, including extensions and renewals, will not exceed four years, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

**ARTICLE 6 – TERMINATION**

A. **Grounds.** Procuring Agency may terminate this Agreement at any time for convenience or cause. Contractor may only terminate this Agreement in the event Procuring Agency materially Defaults hereunder and subsequently fails to cure its Default within ninety (90) days from the date Contractor first declares Procuring Agency to be in Default.

B. **Appropriations.** Procuring Agency may terminate this Agreement if required by changes in State or federal law, or so ordered by a court of competent jurisdiction, or due to insufficient appropriations made available by the United States Congress and/or the State Legislature concerning the Parties’ performance hereunder. Procuring Agency’s determination concerning whether sufficient appropriations are available will be deemed fully accepted by Contractor and will be final. In the event Procuring Agency terminates this Agreement pursuant to this subparagraph B, Procuring Agency will provide Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

C. **Notice; Opportunity to Cure.**
   1. Except as otherwise provided in Paragraph (B), immediately above, Procuring Agency will give Contractor written notice of Procuring Agency’s intended termination at least thirty (30) days prior to the effective termination date.
   2. Contractor will give Procuring Agency written notice of Contractor’s termination at least thirty (30) days prior to Contractor’s effective termination date, which notice will (i) identify Procuring Agency’s material Default(s) upon which Contractor bases its termination, and (ii) state the measures Procuring Agency should implement to cure such material Default(s). Contractor’s termination notice to Procuring Agency will only take effect: (i) if Procuring Agency fails to commence curing Procuring Agency’s material Default(s) within Contractor’s thirty (30) day notice period, or (ii) in the event Procuring Agency cannot commence to cure its material Default(s) within Contractor’s thirty (30) day notice period, Procuring Agency will issue a written notice to Contractor concerning: (a) Procuring Agency’s intent to cure, and (b) Procuring Agency’s commencement of the due diligence necessary to cure its material Default.
   3. Notwithstanding the foregoing, Procuring Agency may terminate this Agreement immediately upon its written notice sent to Contractor: (i) in the event Contractor becomes patently unable to deliver the Deliverables, as Procuring Agency may, in its sole and exclusive discretion, determine; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; or (iii) this Agreement is terminated pursuant to Article 5, above.

D. **Liability.** Except as otherwise expressly allowed or provided hereunder, Procuring Agency’s sole liability upon termination by either Party will be to compensate Contractor for Contractor’s Acceptable work performed prior to Contractor’s receipt or issuance of a written termination notice; provided, however, that a notice of termination issued by either
Party will not nullify or otherwise affect either Party’s liability for pre-termination defaults hereunder. Contractor will submit a Payment Invoice to Procuring Agency for Contractor’s Acceptable work within thirty (30) days of receiving or issuing a notice of termination.

*THE PROVISIONS CONTAINED WITHIN THIS ARTICLE 6 ARE NOT EXCLUSIVE AND DO NOT ACT TO WAIVE PROCURING AGENCY’S OTHER LEGAL RIGHTS AND EQUITABLE REMEDIES ENGENDERED BY CONTRACTOR’S DEFAULT HEREUNDER.*

**ARTICLE 7 – TERMINATION MANAGEMENT**

A. **Contractor’s Duties.** In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all of Procuring Agency’s other rights to receive Deliverables and other property hereunder, Contractor will:

1. Transfer, deliver, and/or make readily available to Procuring Agency every Deliverable, partially completed Deliverable, and any and all other property in which Procuring Agency has a financial interest, including but not limited to, any and all Procuring Agency Data and/or Procuring Agency Intellectual Property;
2. Not incur any further financial obligations for materials, services, or facilities hereunder absent Procuring Agency’s prior written approval;
3. Terminate all of Contractor’s purchase orders, procurements and subcontractors and will cease all work, except as Procuring Agency may direct, for the orderly completion of the Deliverables and the transition, if any, to a third party;
4. Take and effect all actions as Procuring Agency may direct, for the protection and preservation of the Deliverables, the Data, Procuring Agency’s Intellectual Property and all other all Procuring Agency property as well as any and all records pertaining to, related to and/or required hereunder;
5. Agree in writing that Procuring Agency is not liable for any costs arising out of the termination other than the costs related to the Deliverables Accepted by Procuring Agency prior to the termination;
6. Cooperate fully in the closeout or transition of Contractor’s activities to facilitate Procuring Agency’s administration continuity with respect to Procuring Agency’s ongoing projects and programs;
7. In the event this Agreement is terminated due to Contractor’s Default, lack of performance and/or negligence or willful misconduct, which result(s) in funding reduction(s) to Procuring Agency from any governmental or other source, Contractor will remit the full amount of the funding reduction(s) to Procuring Agency within thirty (30) days of the date of Procuring Agency’s request to Contractor for remittance of the funding reduction(s);
8. Should this Agreement terminate due to Contractor’s Default, Contractor will reimburse Procuring Agency for all costs arising from retaining one or more third party(ies) at potentially higher rates as well as for all other direct and indirect costs incurred by Procuring Agency following Contractor’s Default up to the full amount of the total compensation stated in Article 3. B. above.
9. In the event this Agreement is terminated for any reason, or upon its expiration, Contractor will develop and submit for Procuring Agency’s Acceptance a turnover plan (“Turnover Plan”) at least ten (10) Business Days prior to the effective date of termination or expiration of this Agreement. Contractor’s Turnover Plan will state Contractor’s policies, procedures, and measures necessary to ensure: (1) the least disruption in the delivery of the Deliverables during Procuring Agency’s transition of the Project to a third party; and (2) Contractor’s cooperation with Procuring Agency and the third party with respect to Contractor’s orderly transfer of all partial or completed Deliverables to Procuring Agency and the third party.

Contractor’s Turnover Plan will consist of Contractor’s orderly and timely transfer or return to Procuring Agency of any and all documents, files, Procuring Agency Data, the Software, the Source code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP and other materials. Upon receipt of Procuring Agency’s written request for such transfer or return, Contractor will, within five (5) Business Days, provide to Procuring Agency a copy of Contractor’s most recent versions of all pertinent documents, files, Procuring Agency’s Data, the Software, the Source Code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP and other materials, whether provided by Procuring Agency or created by Contractor hereunder.

B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, Procuring Agency will:
1. Retain ownership of all Deliverables, Procuring Agency’s Intellectual Property, Contractor’s other work products hereunder, and all related documentation created by Contractor hereunder; and
2. Pay Contractor all amounts due for the Deliverables Accepted by Procuring Agency prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

A. General. [Delete if this Agreement is between two public entities - Contractor will defend, indemnify and hold harmless Procuring Agency, the State and their Employees free from all actions, proceedings, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of Contractor’s performance of this Agreement, which is caused by Contractor’s or Contractor’s Employees’ negligent act(s) or failure(s) to act, during the time when Contractor, and/or any of Contractor’s Employees, has delivered or is delivering the Deliverables hereunder. In the event that any action, suit or proceeding related to the Deliverables is brought against Contractor and/or any of Contractor’s Employees, Contractor will, as soon as practicable, but no later than two (2) Business Days after Contractor receives notice thereof, will notify, by certified mail, the legal counsel of Procuring Agency, the Risk Management Division of GSD, and DoIT.]
[Use if this Agreement is between two public entities - Neither Party will be responsible for liability incurred as a result of the other Party’s acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq.]

B. [Delete if this Agreement is between two public entities - The indemnification obligation hereunder will not be limited by the existence of any insurance policy or by any limitation concerning the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and will survive the termination of this Agreement. Money due or to become due to Contractor hereunder may be retained by Procuring Agency, as necessary, to satisfy any outstanding claim that Procuring Agency may have against Contractor.]

ARTICLE 9 – INTELLECTUAL PROPERTY

[CHOICE #1 – If purchasing only IT hardware/equipment, use the following language: - Not Applicable. The Parties agree there is no Intellectual Property.]

[CHOICE #2 - Use this provision if Procuring Agency is to own the Intellectual Property:]
Ownership. Procuring Agency IP shall solely belong and inure to Procuring Agency for Procuring Agency’s sole and exclusive use and benefit. Procuring Agency will own and control all right, title and interest to Procuring Agency IP on a worldwide basis. None of Contractor or Contractor’s Employees, subcontractor(s), affiliates and assigns will utilize, copy, re-compile, re-engineer, reverse engineer, create derivative works, or otherwise utilize Procuring Agency IP for Contractor’s benefit or the benefit of any third party or for any purpose other than to fulfill Contractor’s obligations hereunder. Contractor will not disclose Procuring Agency IP to any entity or person outside of Procuring Agency absent Procuring Agency’s prior written permission.

Contractor will notify Procuring Agency, within ten (10) Business Days, of any IP created hereunder by Contractor, Contractor’s Employees or Contractor’s subcontractor(s). Contractor, on behalf of itself and its Employees and subcontractor(s), will execute or will cause to have executed any and all written assignments and other document(s) necessary to ensure that ownership of such IP vests solely in Procuring Agency. Contractor will take no affirmative action(s) that might have the effect of vesting all or any portion of Procuring Agency IP in any person or entity other than Procuring Agency.

In the event, by judgment of a court of competent jurisdiction, Procuring Agency IP is deemed not to have been created or owned by Procuring Agency, Contractor will grant to Procuring Agency and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify all or any portion of the disputed IP for Procuring Agency’s and/or the State’s continued use. Procuring Agency, together with DoIT, may extend to Contractor the privilege of utilizing all or any portion(s) of Procuring Agency IP through one or more intellectual property use license agreements that may be created separate and apart from this Agreement.
In the event Procuring Agency grants Contractor the right to own and/or use any Procuring Agency IP, Contractor hereby acknowledges and grants to Procuring Agency and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, sell, trade, transfer, transmit, use, copy and modify any and all Procuring Agency IP.

ARTICLE 10 – INTELLECTUAL PROPERTY LICENSE AND INDEMNIFICATION

A. Intellectual Property License. Contractor will list Contractor’s Pre-Owned IP related to this Agreement (“Related Pre-Owned IP”), as well as Contractor’s Pre-Owned IP that does not concern this Project (“Unrelated Pre-Owned IP”), on Exhibit “B” attached hereto. For the purpose of this Agreement, Contractor hereby grants Procuring Agency a full, complete and non-transferable right and license to utilize any and all of Contractor’s Related Pre-Owned IP for so long as Procuring Agency utilizes the Software, Source Code and other Deliverables. Contractor does not grant Procuring Agency any right or license to utilize Contractor’s Unrelated Pre-Owned IP. However, in the event Contractor fails to list any portion of Contractor’s Related Pre-Owned IP or misstates Contractor’s Related Pre-Owned IP as Unrelated Pre-Owned IP in Exhibit B, Contractor hereby grants Procuring Agency a permanent, full, complete, non-sublicensable, and non-transferable right and license to utilize any and all of the unstated or misstated portion(s) of Contractor’s Pre-Owned IP.

B. Intellectual Property Indemnification. At Contractor’s sole expense, Contractor will defend Procuring Agency, the State and/or any other State entity against any claim brought or made by a third party alleging that any product, Service or Deliverable that Contractor provides hereunder infringes the third party’s Intellectual Property (an “Infringement Claim”). Contractor will pay all costs, damages and attorney’s fees and monetary damages that may be awarded as a result of such Infringement Claim(s) in addition to the amount of the judgment award(s). To qualify to receive Contractor’s defense cost(s) and/or other payment(s) related to any Infringement Claim(s), Procuring Agency will:

1. Give Contractor written notice, within forty-eight (48) hours, of Procuring Agency’s receipt of an Infringement Claim;
2. Work with Contractor to control the defense and settlement of the Infringement Claim(s); and
3. Cooperate with Contractor, in a reasonable manner, to facilitate Contractor’s defense or settlement of the Infringement Claim(s).

C. Procuring Agency’s Rights. In the event any product, Service or Deliverable that Contractor provides to Procuring Agency hereunder becomes, or in Contractor’s opinion is likely to become, the subject of an Infringement Claim, Contractor will, at its sole cost and expense:

1. Provide Procuring Agency the right to continue using the product, Service or Deliverable and fully indemnify Procuring Agency against any and all third
Infringement Claim(s) that may arise from Procuring Agency’s use of the product, Service or Deliverable;
2. Replace or modify the product, Service or Deliverable so that such product, Service or Deliverable becomes non-infringing; or
3. Accept the return of the product, Service or Deliverable and refund an amount equal to the value of the returned product, Service or Deliverable, less the unpaid portion of the purchase price and any other amounts, which Procuring Agency owes to Contractor. Contractor’s obligation will be void with respect to any product, Service or Deliverable modified by Procuring Agency to the extent the modification is the direct cause of the Infringement Claim.

ARTICLE 11 - WARRANTIES

A. General. Contractor hereby expressly warrants the Deliverable(s) will be correct in all aspects according to the specifications stated in the SOW and all generally accepted industry standards (the combination of which comprise the “Applicable Specifications”). Contractor’s warranty includes, but is not limited to, Contractor’s making correction(s) of defective Deliverable(s) and revision(s) of those defective Deliverables, as necessary, including Contractor’s repair of deficiencies in the Deliverables that are discovered during testing, implementation, or post-implementation phases.

B. Software. [CHOICE #1 - Use only if the Parties intend to purchase or develop software.] Contractor warrants that Software will be correct in all aspects according to the Applicable Specifications. Contractor further warrants that Software will meet the Applicable Specifications for [INSERT # of years - recommend 6mo.-2yrs.] years following Acceptance by the ELR and implementation by Procuring Agency. In the event Software fails to meet the Applicable Specifications during the warranty period, Contractor will correct the deficiencies, at no additional cost to Procuring Agency, so that the Software meets the Applicable Specifications. [CHOICE #2 – Not Applicable. The Parties agree there is no Software.]

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor’s key personnel (“Key Personnel”) will not be diverted from this Agreement absent Procuring Agency’s prior written approval. Key Personnel are those individuals Procuring Agency considers to be mandatory to the work to be performed hereunder. Contractor’s Key Personnel hereunder will be:

[Insert Contractor and/or Subcontractor Key Personnel Name(s)]

B. Personnel Changes. In the event Contractor replaces any of its personnel, Contractor will make such replacement(s), with Contractor’s other personnel of equal or superior ability, experience, and qualifications. Contractor’s personnel replacements must be pre-approved in writing by Procuring Agency’s Project Manager. For all of Contractor’s personnel,
Procuring Agency reserves the right to require submission of their resumes prior to receiving Procuring Agency’s approval. In the event Contractor reduces the number of its personnel assigned to the Project for any reason, Contractor will, within ten (10) Business Days of its personnel reduction, replace those persons with the same or a greater number of persons with equal or superior ability, experience, and qualifications, subject to Procuring Agency’s prior written approval. Procuring Agency, in its sole and exclusive determination, may extend the time Contractor is allowed beyond the required ten (10) Business Day period concerning Contractor’s replacement of its personnel. Contractor will include status reports to Procuring Agency concerning Contractor’s personnel replacement efforts as well as the impact upon the progress of the Project due to the absence of Contractor’s personnel. In addition, Contractor will make interim arrangements to assure that the progress of the Project remains unimpeded by the loss of any of Contractor’s personnel. Procuring Agency reserves the right to require a change in Contractor’s personnel in the event Contractor’s personnel are not, in Procuring Agency’s sole and exclusive determination, meeting Procuring Agency’s standards and/or expectations.

ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS

A. Independent Contractor. For the purposes of this Agreement, Contractor and Contractor’s Employees are independent Contractors who produce and deliver the Deliverables to Procuring Agency. Contractor’s Employees are neither employees nor agents of the State (“State Employees”). None of Contractor and Contractor’s Employees will accrue State benefits, including but not limited to, leave, retirement, insurance, bonding, use of state vehicles, or any other benefits that may be afforded to State Employees as a result of Contractor’s entering this Agreement. Contractor acknowledges and agrees that all sums received hereunder are either reportable as a separate business entity or are, in the event Contractor operates as a sole proprietorship, personally reportable by Contractor for income and GRT tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither Contractor nor any of Contractor’s Employees are presently subject to any litigation or administrative proceeding before any court or administrative body which could adversely affect Contractor’s ability to perform hereunder; nor, to the best of Contractor’s knowledge, information or belief, is any such litigation or proceeding presently threatened against Contractor or any of Contractor’s Employees. In the event any such proceeding is initiated or threatened during the term of this Agreement, Contractor will immediately disclose such initiation or threat to Procuring Agency.

ARTICLE 14 - CHANGE MANAGEMENT

Change Request Process. In the event circumstances warrant Contractor making a Change to accomplish the SOW, Contractor will submit a Change Request to Procuring Agency. Each Change Request must meet the following criteria:
1. The Project Manager will draft a written Change Request for the ELR’s review and approval, including:
   (a) the name of the person requesting the Change;
   (b) a summary of the requested Change;
   (c) the start date for the requested Change;
   (d) the reason and necessity for the requested Change;
   (e) the elements in the Deliverable(s) and/or the SOW that must be altered in order for Contractor to produce and deliver the Change; and
   (f) the impact of the Change upon the Project.

2. The ELR will provide a written decision concerning each Change Request to Contractor within ten (10) Business Days of the ELR’s receipt of each Change Request. All decisions made by the ELR concerning a Change Request will be deemed final. Each Change Request, once approved by the ELR, will be integrated into the SOW through an Amendment executed by the Parties if required by Article 25, Section 2.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

A. In the event IV&V Professional Services are used for the Project associated with this Agreement, Contractor will fully comply and cooperate with the IV&V vendor. Contractor’s cooperation includes, but is not limited to:
   1. Providing the Project documentation;
   2. Allowing the IV&V vendor to attend Project related meetings; and
   3. Supplying the IV&V vendor with any/all other information and/or material(s) as may be directed by the Project Manager.

B. In the event the purpose of this Agreement is for Contractor to provide IV&V Professional Services, then Contractor will:
   1. Submit its IV&V reports directly to DoIT’s Project Oversight and Compliance Division (EPMO@state.nm.us) according to DoIT’s IV&V Reporting Template and Guidelines located on DoIT’s webpage: http://www.doit.state.nm.us/project_templates.html, with a copy to Procuring Agency.
   2. Use a report format consistent with DoIT’s IV&V Reporting Template and Guidelines located on the same DoIT website.

ARTICLE 16 – DEFAULT

In case of Contactor’s Default, for any reason whatsoever, Procuring Agency and/or the State may procure the Deliverables from another source and hold Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages and special damages. Procuring Agency and/or the State may also seek all
other available remedies against Contractor hereunder or which may be otherwise available under law or equity.

**ARTICLE 17 – EQUITABLE REMEDIES**

Contractor acknowledges that its failure to comply with any provision hereunder may cause Procuring Agency irrevocable harm and that a remedy at law for such a failure would constitute an inadequate remedy for Procuring Agency. Contractor consents to Procuring Agency’s obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency’s right to obtain equitable relief pursuant to this Agreement will be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

**ARTICLE 18 - LIABILITY**

Contractor will be liable for damages arising out of injury to persons and/or damage to real, tangible or intangible property at any time, in any way, if and to the extent that the injury or damage was caused by or due to Contractor’s fault or negligence or to a defect in Contractor’s production or delivery of any Deliverable hereunder, whether Contractor produces or delivers the Deliverable in whole or part. Contractor will not be liable for damages arising out of, or caused by, alterations made by Procuring Agency to any equipment or its installation or for losses caused by Procuring Agency’s fault or negligence. In the event Contractor’s negligent or omitted production or delivery of any Deliverable results in a defect which is the direct or indirect cause of injury to any third party and/or employee of Procuring Agency or the State, nothing hereunder will act to limit Contractor’s, or Contractor’s Employees’ liability to such third party and/or employee, or will act to limit any remedy that may exist under law or equity with respect to Contractor’s and/or Contractor’s Employees’ negligent act or omission.
ARTICLE 19 – ASSIGNMENT

Contractor will not assign or transfer any of Contractor’s interests, rights, responsibilities, duties, obligations and/or liabilities hereunder or assign any of Contractor’s claims for money due or that might become due hereunder absent Procuring Agency’s prior written approval.

ARTICLE 20 – SUBCONTRACTING

A. General Provision. Contractor will not subcontract or assign any portion of this Agreement or the SOW to any subcontractor absent Procuring Agency’s prior written approval. No such subcontracting or assignment will relieve Contractor of its direct and indirect responsibilities, duties, obligations and/or liabilities hereunder, nor will any such subcontracting trigger or obligate Procuring Agency to make a payment, either directly or indirectly, to any subcontractor.

B. Responsibility for Subcontractors to Maintain Confidentiality. Contractor will not disclose any of Procuring Agency’s or State’s Confidential Information to a subcontractor absent Procuring Agency’s prior written consent. Each subcontractor will agree in a written form pre-approved by Procuring Agency to protect and keep confidential any and all Confidential Information in the same manner required of Contractor stated in Article 22, below.

ARTICLE 21 – RELEASE

Contractor’s Acceptance of Procuring Agency’s final payment made hereunder will operate as Contractor’s full release of Procuring Agency, the State, and their officers, employees and agents from any and all liabilities, claims and obligations whatsoever arising hereunder.

ARTICLE 22 – CONFIDENTIALITY

Contractor will protect and keep confidential any and all Confidential Information that Procuring Agency provides to Contractor as well as any and all Confidential Information that Contractor develops based upon information provided by Procuring Agency during Contractor’s performance hereunder. Contractor will not make available or provide Confidential Information to any third party absent Procuring Agency’s prior written approval. Upon termination of this Agreement, Contractor will: (a) deliver all Confidential Information in its possession to Procuring Agency within thirty (30) Business Days of the termination, and (b) Contractor will protect and will not make available or provide Confidential Information to any third party absent Procuring Agency’s prior written approval for a period of five (5) years commencing on the termination or expiration date. Contractor acknowledges that Contractor’s failure: (a) to deliver such Confidential Information to Procuring Agency, or (b) to protect and keep Confidential Information secret may result in Procuring Agency’s seeking to obtain direct, special and/or incidental damages from
Contractor.
[Include the following provisions if the Contractor will access client protected health information (PHI) and is not receiving PHI only for treatment purposes.]
The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the Procuring Agency. The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other state and federal rules, regulations and laws protecting the confidentiality of information. If the Contractor may reasonably be expected to have access to Procuring Agency’s Protected Health Information (PHI) and will perform business associate functions as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the Agency shall constitute grounds for termination of this agreement in accordance with Article 6 (Termination) of this agreement.

ARTICLE 23 – CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor’s delivery of the Deliverables required hereunder. Contractor certifies that it has followed the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee.

ARTICLE 24 - RECORDS AND AUDIT

Contractor will maintain detailed time and expenditure records, which indicate the date, time, nature and cost of the Deliverables rendered during this Agreement’s term and will retain those records for a period of [Insert # of years, minimum is three (3) years] from the date of Procuring Agency’s final payment to Contractor hereunder. Contractor’s records will be subject to inspection by Procuring Agency, DoIT’s CIO, NMSPA, GSD, Department of Finance Authority and the New Mexico State Auditor’s Office. Procuring Agency will have the right to audit Contractor’s billings prior and subsequent to each of Procuring Agency’s payments made to Contractor. Procuring Agency’s payment for the Deliverables hereunder will not foreclose Procuring Agency’s right to recover Procuring Agency’s payments made to Contractor or its affiliates against Contractor’s excessive or illegal Payment Invoices, if any.
ARTICLE 25 - AMENDMENT

This Agreement will not be altered, changed, or amended except by an instrument in writing executed by the Parties. No amendment will be effective or binding unless approved by all of the State’s and Contractor’s approval authorities. Amendments are required for the following:

1. Deliverable requirements stated in the SOW;
2. Due Date of any Deliverable stated in the SOW only if due date change requires extension of Article 5 termination date;
3. Compensation for any Deliverable stated in the SOW;
4. Agreement Compensation, pursuant to Article 3; or
5. Agreement termination, pursuant to Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. In the event 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 on the Project during the term of this Agreement, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees in the event the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor will 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. Contractor’s records are subject to review and audit by a representative of the State.

C. Contractor will advise Contractor’s Employees concerning 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://www.bewellnm.com.

D. For Indefinite Quantity, Indefinite Delivery contracts (statewide or agency price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against them); Contractor agrees those requirements will become applicable on the first day of the second month after Contractor reports its combined sales (to the State and, if applicable, to local public bodies in the event those sales are made pursuant to a statewide or agency price agreement) in the aggregated amount of $250,000 or more.

ARTICLE 27 – SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE
A. **Severability.** The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.

B. **Merger/Scope/Order.** This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees will be valid or enforceable unless stated in this Agreement.

**ARTICLE 28 – NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement will be in writing and will be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or by email addressed to the other Party’s Representative.

Notices will be addressed as follows:

**For PROCURING AGENCY**
[Insert: Name of Individual, Position
Procuring Agency Name
E-mail Address
Telephone Number
Mailing Address]

**For CONTRACTOR**
[Insert Name of Individual, Position
Company Name
E-mail Address
Telephone Number
Mailing Address]

Any change made concerning either a change of address or a replacement of a Party’s Representative must be made in an email or a hard copy letter addressed to the other Party’s Representative.

**ARTICLE 29 – GENERAL PROVISIONS**

A. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, including but not limited to:
1. **Civil and Criminal Penalties.** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

2. **Equal Opportunity Compliance.** Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, pertaining to equal employment opportunity. In accordance with all such laws of the State, Contractor will assure that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, 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 hereunder. In the event Contractor is found to be out of compliance with these requirements during the life of this Agreement, Contractor will take appropriate measures to correct its deficiencies.

3. **Workers Compensation.** Contractor will comply with state laws and rules applicable to workers compensation benefits for its employees. In the event Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by Procuring Agency.

B. **Applicable Law.** The laws of the State will govern this Agreement. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By executing this Agreement, Contractor acknowledges and will submit to the jurisdiction of the courts of the State over any and all such lawsuits arising hereunder.

C. **Waiver.** A Party's failure to require strict performance of any provision of this Agreement will 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 hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.

D. **Headings.** Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement or the SOW. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

E. **Dispute Resolution.** In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978 12-8A-1 through 12-8A-3.

**ARTICLE 30 - SURVIVAL**

The Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties will survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into by the Parties in conjunction with this Agreement will survive the expiration or termination of this Agreement. [Choice #1 – Other unexpired
agreements, promises, or warranties that will survive the termination of this Agreement are: (list here.)

ARTICLE 31 - TIME

Calculation of Time. Any time period herein calculated by reference to a “day” or “days” means a calendar day or calendar days, unless Business Days are used; provided, however, that in the event the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State, the day for such given act will be the first day following that is not a Saturday, Sunday, or a State observed holiday.

ARTICLE 32 – FORCE MAJEURE

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party’s control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

ARTICLE 33 – Federal Grant or Other Federally Funded Agreements.

A. Lobbying. The Contractor shall not use any funds provided under this agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et. seq., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

B. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products
supplied under this agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

D. Grantor and Contractor Information.
1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
   i. CFDA Number – XXX__________. OR N/A
   ii. Program Title – XXX__________. OR N/A
   iii. AGENCY/OFFICE – XXX__________. OR N/A
   iv. GRANT NUMBER – XXX__________. OR N/A
2. CONTRACTOR’S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is XXX__________. OR N/A

E. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)[Federal Grant funded projects only].
1. This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.
2. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

F. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of $150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for
influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

H. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[Include I (below) only if the Contractor is a federally funded sub-recipient]

I. For agreements which involve the expenditure of federal funds, and under which the Contractor is considered a subrecipient, the provisions of APPENDIX A shall apply and are incorporated herein. The operating code of this agreement is 00000005.

[IF APPLICABLE, ADD ANY OF PROCURING AGENCY’S SPECIFIC, GRANT SPECIFIC, OR AGREEMENT SPECIFIC ARTICLES STARTING AT THIS POINT.]
IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: ________________________________ Date: ____________________
[Insert Procuring Agency Cabinet Secretary Name], Cabinet Secretary
[Insert Procuring Agency Name]

By: ________________________________ Date: ____________________
[Insert Contractor Name, Title]
[Company Name]

By: ________________________________ Date: ____________________
[Insert Procuring Agency CIO Name], Chief Information Officer
[Insert Procuring Agency Name]

Approved for legal sufficiency:

By: ________________________________ Date: ____________________
[Insert Procuring Agency General Counsel Name], General Counsel
[Insert Procuring Agency Name]

Approved for financial sufficiency:

By: ________________________________ Date: ____________________
[Insert Procuring Agency Chief Financial Officer Name], Chief Financial Officer
[Insert Procuring Agency Name]

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

CRS ID Number: ____________________________

By: ________________________________ Date: ____________________
Taxation & Revenue Department
Approved with respect to the information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State.

By: ________________________________  Date: _______________________
John Salazar, Cabinet Secretary Designate and State Chief Information Officer
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: ________________________________  Date: _______________________
Purchasing Agent
for the State of New Mexico

OR

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: ________________________________  Date: _______________________
General Services Department
State Purchasing Agent
EXHIBIT A – SCOPE OF WORK

The purpose and deliverables in this sample contract will include those as described in the Detailed Scope of Work, Appendix F, of this RFP.

I. Purpose:

The Purpose of this Agreement, including its goals and objectives are:

II. The Deliverables:

The following sections describe the required tasks and subtasks to be performed by Contractor concerning each service or product delivered by Contractor to Procuring Agency (a “Deliverable”) pursuant to this Agreement. Contractor will deliver each Deliverable, but Contractor is not limited to delivering only the identified the Deliverables in a given area of the Project. The Parties agree that the Deliverables are the controlling items and that Contractor’s primary obligation is to deliver the Deliverables to Procuring Agency according to the following sections. [Contractor may provide samples of the Deliverables to Procuring Agency, but Procuring Agency will treat the samples only as examples of Contractor’s work. Procuring Agency may add new requirements to the Deliverables based upon Contractor’s samples concerning the Deliverables. In the event Procuring Agency adds new requirements for the Deliverables based upon Contractor’s samples, the new Deliverables will be tracked and managed according to the same Performance Measures stated above. Procuring Agency may identify as many Deliverables, with as many associated tasks and subtasks, as may be needed for Contractor to accomplish the Scope of Work.]

A. Sample Deliverable Number 1 [Insert Name of Deliverable]

<table>
<thead>
<tr>
<th>Deliverable Name</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Insert Name of Deliverable]</td>
<td>[Insert Date this Deliverable is due]</td>
<td>• [Insert Total Compensation not to exceed $ Amount, including GRT] • [Insert Total Compensation not to exceed $Amount less GRT, if applicable] • [Insert Total Compensation not to exceed $ Amount less retainage, if applicable]</td>
</tr>
<tr>
<td>Task Item</td>
<td>Sub Tasks</td>
<td>Description</td>
</tr>
<tr>
<td>-----------</td>
<td>-----------</td>
<td>-------------</td>
</tr>
<tr>
<td><a href="#">Insert Name of Task or tasks to be performed for each Deliverable.</a> Sub 1 (through however many subtasks are needed to accomplish Task 1, which leads to the number of Tasks needed to accomplish Deliverable 1.)</td>
<td>• [Insert Description] Use active verbs to identify tasks and subtasks to be performed by Contractor. &lt;br&gt; • The due dates for the Deliverables must be stated in order to facilitate Procuring Agency and Contractor’s efforts to monitor the Project progress. &lt;br&gt; • Compensation amounts for tasks and/or subtasks should be identified here. The total amount Procuring Agency pays for each Deliverable must be consistent with the Compensation due for each Deliverable. &lt;br&gt; • Contractor will bill Procuring Agency per Deliverable; clear and well defined language will assist Procuring Agency and Contractor to determine whether the Deliverable is met for payment purposes.</td>
<td></td>
</tr>
</tbody>
</table>

A. **Deliverable Number 1– [Insert the name of the Deliverable.]**

<table>
<thead>
<tr>
<th>Deliverable Name</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Insert Name of Deliverable]</td>
<td>[Choice #1 – Payment due at the start of the maintenance period Choice #2 - Arrears payment due at the end of the month or quarter]</td>
<td>• [Insert Total Compensation not to exceed $Amount, including GRT] &lt;br&gt; • [Insert Total Compensation not to exceed $Amount less GRT, if applicable] &lt;br&gt; • [Insert Total Compensation not to exceed $ Amount less retainage, if applicable]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Problem Support</strong> Sub 1</td>
<td>Contractor will make its technical support personnel available to Procuring Agency by phone and email on the following schedule: [Such as - Monday through Friday, 8:00A.M. To 5:00P.M., excluding state holidays.]</td>
<td></td>
</tr>
<tr>
<td>Sub 2</td>
<td>Contractor will log each of Procuring Agency’s requests and provide technical support services to Procuring Agency based upon the priority levels and problem resolution processes stated in this Scope of Work.</td>
<td></td>
</tr>
<tr>
<td>Sub 3</td>
<td>Contractor will update its documentation (Systems Administration Guide, User Guide, and Product Manual) to reflect the changes Contractor makes to the system as Contractor resolves each particular problem.</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Sub 4</td>
<td>Contractor will timely respond to Procuring Agency’s technical and functional questions concerning the [Insert Application Name]. Such requests will be assigned a default Priority of [Insert appropriate priority level] unless Procuring Agency requests Contractor to assign a higher priority to a particular request.</td>
<td></td>
</tr>
<tr>
<td>Monthly Report</td>
<td>Sub 1</td>
<td>Contractor will provide or make available an online monthly report concerning Contractor’s activity and the status of all of Procuring Agency’s logged requests.</td>
</tr>
<tr>
<td>Activities Tracking</td>
<td>Sub 1</td>
<td>Contractor will maintain a log of requests in Procuring Agency’s approved tracking system and will assign a unique number to each request according to the chronological order in which Contractor receives Procuring Agency’s requests. Contractor will provide the unique number to Procuring Agency for ease of reference and communication between the Parties.</td>
</tr>
</tbody>
</table>
| Sub 2 | Procuring Agency will assign one of four levels of priority to each request:  
- **Priority 1** is the most severe program error and represents a situation where mission critical features and functions of the [name of application] are unavailable and no practical alternate mode of operation is available. Contractor will immediately correct Priority 1 problems or Contractor will provide a solution concerning Contractor’s proposed corrective action(s) within [modify as appropriate - two (2) hours].  
- **Priority 2** indicates a problem in which certain features and functionality are unavailable and no practical alternate mode of operation is available. Contractor will correct Priority 2 problems within twelve (12) hours or Contractor will provide a plan concerning Contractor’s proposed corrective action(s) within [modify as appropriate - one (1) Business Day(s)].  
- **Priority 3** comprises a normal “next-in-line” problem priority assignment. At this level, Contractor will work on Priority 3 requests in the order in which Contractor receives the requests from Procuring Agency. Contractor will correct Priority 3 problems or Contractor will provide a plan concerning Contractor’s proposed corrective action(s) within [modify as appropriate - ten (10) Business Days].  
- **Priority 4** is the release assignment. At this level, Contractor will work on Procuring Agency’s requests as Procuring Agency deems appropriate. After Contractor provides time and cost estimates, which are approved by Procuring Agency, Contractor will incorporate Priority 4 issues into Contractor’s related releases and will document the Priority 4 issues in each Application Deployment Package (“ADP”). Contractor will schedule its delivery of each ADP at Procuring Agency’s discretion. As such, Contractor’s documentation of Priority 4 issues will be due at the time each related release is delivered. |
APPENDIX D

LETTER OF TRANSMITTAL FORM

RFP#: 10-66500-20-77311
Offeror Name: ____________________  FED ID# ________________________________

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

   ________________________________ __________________________________________

   _____________________________________________________________

   _____________________________________________________________

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

   Name _______________________________________________________________________

   Title _______________________________________________________________________

   E-Mail Address _______________________________________________________________________

   Telephone Number _______________________________________________________________________

3. For the person authorized by the organization to negotiate on behalf of this Offer:

   Name _______________________________________________________________________

   Title _______________________________________________________________________

   E-Mail Address _______________________________________________________________________

   Telephone Number _______________________________________________________________________

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

   Name _______________________________________________________________________

   Title _______________________________________________________________________

   E-Mail Address _______________________________________________________________________

   Telephone Number _______________________________________________________________________

5. Use of Sub-Contractors (Select one)

   _____ No sub-contractors will be used in the performance of any resultant contract OR

   _____ The following sub-contractors will be used in the performance of any resultant contract:

   _____________________________________________________________

   (Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

   _____________________________________________________________

   (Attach extra sheets, as needed)

7. _____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

   _____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

   _____ I acknowledge receipt of any and all amendments to this RFP.

   _____________________________________________________________, 2020

   Authorized Signature and Date (Must be signed by the person identified in item #2, above.)
APPENDIX E

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror’s experience relevant to the scope of work in an effort to establish Offeror’s responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

by April 6, 2020 for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.
RFP #10-665-20-77311

ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, Department of Health via facsimile or e-mail at:

Name: Raymond Duran, Procurement Manager
Address: New Mexico Department of Health
1190 St. Francis Drive, Santa Fe, NM 87505
Telephone: (505) 827-2520
Email: Raymond.Duran@state.nm.us

no later than Sep 3, 2020 and must not be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<table>
<thead>
<tr>
<th>Company providing reference:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name and title/position</td>
</tr>
<tr>
<td>Contact telephone number</td>
</tr>
<tr>
<td>Contact e-mail address</td>
</tr>
<tr>
<td>Project description;</td>
</tr>
<tr>
<td>Project dates (starting and ending);</td>
</tr>
<tr>
<td>Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);</td>
</tr>
</tbody>
</table>

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)
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) 
   COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff? 
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) 
   COMMENTS:

6. Who were the vendor’s principal representatives involved in your project and how would you rate them individually? Would you 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 you with the products developed by the vendor? 
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) 
   COMMENTS:

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

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

10. Would you recommend this vendor's services to your organization again?
COMMENTS:
APPENDIX F

DETAILED SCOPE OF WORK

I. Introduction

DOH is seeking cost-effective and innovative solutions to build an APCD system. The Offeror must conduct data management that includes working with healthcare-related claims data submitters, data collection, data quality assurance efforts, as well as analytics and reporting services, such as developing and implementing an Analytics Master Plan, standardizing analytical reporting, and create an Analytics Environment that must allow DOH designated users to create reports and perform analysis as described throughout the Scope of Work of this Appendix.

The Tasks are divided between four sections: Project management; Data Management; Analytics and Reporting; and Additional Services.

Innovative approaches and/or methodologies to accomplish the desired or intended results for each section are welcome and encouraged. An Offeror may propose an alternative method to address any required service or function, as long as they can clearly demonstrate that the proposed solution still accomplishes all of the goals associated with each task. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be deemed non-responsive and be rejected.

Offerors are encouraged to describe their experience, capacity, and technical solutions for each Task. Innovation, efficiency, and cost-effectiveness are important to DOH and Offerors must reflect their experience and proposed solutions for each task described within each section.

Please describe in reasonable detail how you will accomplish each of the tasks described in the Scope of Work below, referring to specific sections and tasks as appropriate in your narrative Work Plan. The list of Tasks identifies needs or problems that need to be addressed in the Offeror’s proposed solution for that section. Please ensure that every identified “Required Bid Element” is addressed in your proposal.

The Work Plan must concisely describe each program development and implementation task.

If applicable, the Offeror should note any tasks to be delegated to subcontractors and, if known, identify subcontractors of the related Tasks.

Offerors must describe their proposed approach to each activity within each Task for their bid to be considered responsive.

II. Project Management

Project Management includes activities needed to initiate, plan, execute, monitor and control and closeout the project aspects of the work being provided to DOH under contract. DOH will have a project manager coordinating work and participation from multiple State of New Mexico agencies to successfully implement an APCD for the State. Offerors are responsible for planning
and coordinating delivery of their work and coordinating with the overall project team. Offerors must also provide status reporting and manage risks and issues relating to the work.

**TASK 1 Project Management, Plan, and Approach**

The Offeror selected to be the vendor (*hereafter “the vendor”*) will develop a Project Management Plan Project Management Plan that includes at a minimum; project scope, solution architecture, integrated management control (to include scope, schedule, staffing, communication, risk, issue and quality management), and a project schedule baseline with high level tasks by phase or iteration. The vendor will coordinate, plan and manage their work.

**Required Bid Elements:**

A) The Offeror will describe their project management approach and describe how they will provide and maintain coordination of effort throughout the project lifecycle.

B) The Offeror may provide example project management documents for evaluation.

**TASK 2 Project Management Communication and Reporting**

The vendor will provide mechanisms/methods to communicate and report project status, issues and risks to oversight bodies and the overall project team.

**Required Bid Elements:**

A) The Offeror will describe their methods for project status reporting.

### III. Data Management

**Data Management** includes all activities related to the interaction with data suppliers, data submission, data intake, data processing, data aggregation, data quality review, data storage, data access, and preparation of data for analytic purposes. Each Scope of Work task required within the *Data Management* is described below.

**Scope of Work Required Tasks for Data Management**


**TASK 1 Data Submission Tool**

The vendor will implement an internet-based user interface (or similar technology) that allows for the secure submission and acceptance of all data to be submitted. The vendor will perform quality assurance, validations, and edit checks on all submitted data files and provide feedback to DOH and data suppliers. Data submission for NM APCD will be in a Data Submission Guide to be developed by the vendor that is based on the *All Payers Claims Database-Common Data Layout (APCD-CDL)™*

Performance Requirements

1. **Secure Submission: Data suppliers will have access to a secure system to allow them to submit or transfer files to the vendor.**

2. **Secure data storage: Vendor will have a secure location to store, quality check and transform acquired data.**

3. **Quality Assurance Priorities: The vendor will review submitted files to ensure:**
   a. Consistency – are the data internally consistent?
   b. Timeliness – do the data reflect the covered time period?
   c. Completeness – are all data from the time period for submission included?
   d. Uniqueness – are the data free from unexpected duplicates?
   e. Validity/Accuracy – are the data in an acceptable format and range and do they comply with requirements of the data submission guide?

4. **Feedback:** For each submission, the vendor will provide a quality audit/error report back to the data supplier and to DOH. The vendor will also provide a monthly cross-payer submission quality report. The vendor will provide a method to communicate to data suppliers:
   a. The status of their submission (received, rejected, in process, etc.
   b. A summary of the data contained in the submitted file (the number of records processed, the number of records requiring correction, the types and counts of observed data errors comparison with historical submissions
   c. Any errors observed in the file (with examples of the error), and whether those errors will result in a rejection
   d. An assessment of the data quality of the monthly submission, in the categories of Data Quality specified in 3.a above.

5. **The vendor will receive and process corrected and resubmitted files, replacing or ignoring records as needed. All corrections and modifications to submitted data shall be documented and a summary provided to DOH.**

6. **DOH will use the APCD-CDL™ as the basis for the data submission guide (DSG). The vendor will assist the DOH in developing its DSG that incorporating rules, policies, and procedures for the collection of data into the DSG. The vendor is expected to receive files in DSG described format and make changes as needed to incorporate APCD-CDL™ updates, expected on a bi-annual basis. The data submission guide will be adjusted to include methods for acquiring capitated payments, value based payments and other non-standard payment.**

Note: payers may not have the ability to submit all desired data elements incorporated into the DSG, but the Offeror and DOH will continuously work together to improve data collection efforts.
**Required Bid Elements:**

A) The Offeror will describe their proposed intake system, indicating how performance requirements in the task description would be accomplished. Offerors will indicate whether their intake system will pre-screen data submissions and if so to what degree.

B) The Offeror will describe their proposed data management platform from storage of initially acquired flat files to final transformed database.

C) The Offeror will indicate how fast they can complete the process from submission to acceptance/rejection and provide a timeline from data intake and processing to reporting back to data suppliers. The Offeror will identify any technical limitations of their systems relating to volume, formats and structures of fields that would limit future DSG changes.

**TASK 2 Data Collection Management**

The vendor will assist DOH in administering rules, policies, and procedures for the collection of data, as established by DOH and in accordance with the most recent version DOH Data Submission Guide based on the APCD-CDL™. As described in Task 1 above the vendor will assist the DOH in developing and updating the DSG.

**Performance Requirements**

1. The vendor will collaborate with data suppliers to maximize their ability to submit data that conforms to established Data Submission Guide criteria.

2. The vendor will review the Data Submission Guide with DOH and submitters bi-annually and provide specific recommendations on any existing gaps and needed changes or updates, including explanations for the proposed changes. All recommendations will be subject to DOH approval.

3. Upon request, the vendor will provide data suppliers a comprehensive list of all data intake validation checks that will be run against their data. This list must include all data validation and “reasonableness” checks beyond the Data Submission Guide element thresholds, including checks for out-of-range values and clinical consistency (e.g. out of country addresses, dates that are in the future, a pregnant 94-year-old man, etc.);

4. The vendor will maintain documentation of data submissions, including requests for data resubmissions and the supplier’s responses to those requests. Vendor shall make such documentation available to DOH upon request.

5. The vendor will have a plan for and execute any requested file deletion or destruction and provide certification to DOH. This may include data submitted in error as well as any other data that needs to be destroyed.

6. The vendor will review the APCD regulations and provide specific recommendations on any existing gaps and needed changes or updates.

**Required Bid Elements**

A) The Offeror will describe their experience and processes for developing data collection systems that implement Data Submission Guides (or similar documents) and communicate with suppliers the requirements for data submission.
B) The Offeror will describe their methods/tool for performing data validation and reasonableness checks, including assuring clinical consistency in the data. The Offeror will describe how the data validation tools can be adapted to changes in the data submission guide.

C) The Offeror will describe their system for documenting data submissions and resubmissions.

TASK 3 Data Supplier Engagement-Onboarding

The vendor will engage directly with data suppliers, in certain contexts, to provide technical assistance and coordinate overall work. Engagements will be coordinated with and approved by DOH

Performance Requirements

(1) The vendor will develop a system to register and onboard data submitters, including the development of a data submitter portal to provide feedback to submitters.

(2) The vendor will provide technical assistance to all data suppliers, including:
   a Advising them on how to map existing fields in their system to the data submission guide;
   b Processing and evaluating test data sets; and,
   c Working with the data supplier to make needed adjustments.

(3) The vendor will establish a process for providing project communications and technical assistance to all data suppliers, including:
   a Participate in regular meetings
   b Providing technical assistance

(4) The vendor will inform any data suppliers within 24 hours of a missed deadline for data submission. The vendor will also include DOH on any such communications. The vendor will coordinate notifications of rejections, missed deadlines, or other compliance issues with DOH and communicate to data suppliers as requested.
Required Bid Elements:

A) The Offeror will describe the methods for engaging and training/educating suppliers on their system.
B) The Offeror is encouraged to provide examples of supplier meeting agendas or other documents that exemplify engagement strategies.

TASK 4 Data Collection Status Reports

The vendor will provide access to real-time data submission status information to DOH that includes the status of each supplier’s submissions and files. The vendor will also provide dashboards to DOH that document any communication regarding missed deadlines, rejected files, or other compliance issues.

Required Bid Elements:

A) Offerors will describe their proposed approach for ensuring real time access of data submission status to DOH.
B) Offerors will describe their proposed method of reporting data collection issues to DOH on a regular (at least monthly) basis.

TASK 5 Medicare Custodian

The vendor will serve as the CMS-approved Medicare Custodian for data sets obtained through the CMS State Agency Request and other programs. This will require the vendor to agree to the non-negotiable terms and conditions required by CMS to act as a data custodian. Medicare data will not comport with the requirements of the DSG. The Offeror must be prepared to accept Medicare data in a non-standard format as supplied by Medicare’s data representatives and perform necessary steps to map it into the APCD-CDL™ format. Offer must also provide a mechanism through which acquired Medicare data can be shared

Performance Requirements

(1) Map and transform the Medicare data to an input structure that is compatible with the vendor’s data intake system.
(2) Meet CMS requirements to serve as the Custodian of Medicare files and agree to terms and conditions and sign agreements required by CMS.
(3) Keep Medicare data isolated as needed or required for proper handling and purposes of data release or analysis.

Required Bid Elements:

A) The Offeror will describe their experience or proposed process working as the state Medicare data custodian and mapping Medicare data into the state APCD.
B) The Offeror will agree to meet CMS requirements to serve as the Medicare custodian.

TASK 6 Medicaid Data
The vendor will collect Medicaid data directly from the New Mexico Human Services Department (HSD), or if necessary, from commercial payers.

**Performance Requirements**

1. Collect the Medicaid data directly from HSD
2. Map and transform Medicaid data to an input structure that is compatible with the vendor’s data intake system
3. Meet HSD requirements for data access and security, as agreed upon between DOH and HSD

**Required Bid Elements:**

A) The Offeror will describe their experience or proposed process working with Medicaid data and mapping Medicaid data into the states APCD.

B) The Offeror will agree to meet HSD requirements for data security and storage.

**TASK 7 Data Collection Process Documentation**

The vendor will provide documentation of the processes in place for data collection and supplier engagement.

**Note:** This documentation is required even if proprietary tools and methods are used.

**Required Bid Elements:**

A) The Offeror will agree to disclose any business rules around data intake and will provide documentation of the process that is clear and allows for the various steps in the process to be communicated to DOH, data suppliers, and other stakeholders. Any requested proprietary exclusions must be noted.

B) The Offeror will include a flow chart of the data submission and management process with sufficient detail to show how the data collection processes are being managed.
TASK 8 Extract, Transform, and Load (ETL)

The vendor will load all monthly submissions into a database on a regular schedule. 
NOTES: 1) Significant preference and bonus points will be awarded to Offerors that can perform this task monthly or more frequently. 2) The ETL task and the Data Consolidation task may be combined into a single task.

Performance Requirements

(1) The vendor will execute a regularly scheduled extract, transform, and load (ETL) process that supports all required data submission feeds, each with multiple data file types (e.g. enrollment, claims, provider).
(2) The vendor will update the ETL process to accommodate bi-annual changes to the Data Submission Guide.

Required Bid Element

A) The Offeror will describe their proposed ETL process, including description of the technology platform and software used and proposed processing timeline.

TASK 9 Data Consolidation

The vendor will consolidate claims and records contained in the database on a regular schedule.

NOTE: Consolidation must occur at least quarterly, and preference will be given to Offerors who can do it more frequently.

Performance Requirements

(1) Specific data consolidation activities required under this task include:
   a Linking enrollments across plans and time;
   b Proper linking of medical, pharmacy, and dental claims back to the enrollment files;
   c Eliminating any duplicate claims or records; and,
   d Determining the most recent status of any claim that has been submitted more than once.
(2) The vendor shall coordinate with each data supplier to identify appropriate method(s) for determining the current adjudication status of all service records contained in the claims data file submissions. The vendor will then develop and execute a ‘claims consolidation’ process that utilizes these methods to identify or generate a single record that accurately reflects and designates the current disposition and costs associated with each rendered service. DOH is interested in creative or innovative solutions to this issue.
(3) The vendor will maintain documentation detailing the consolidation methods and deployment. The contracted vendor will disclose to DOH their proposed methods before the initial execution of the consolidation process and whenever new methods are deployed.
(4) The vendor will consolidate service date claims and eligibility files at least quarterly covering the most recent twenty-four (24) months of claims. This time frame must
be extended to cover more months if new or updated data files are submitted that cover previous time periods on an exceptional basis if required by DOH.

(5) The vendor shall incorporate into the consolidated files all submitted records that have not been subsequently replaced or deleted by a Supplier by resubmission of an entire time period (i.e., “kill and fill” or entire files replaced by a later submission must not be included). However, the consolidated files shall include and specifically indicate those specific claim service records that do not reflect the current disposition of the original rendered service and all duplicate claim service and eligibility records.

(6) The Database shall be designed to allow for time specific dimensions where the descriptive meanings of codes change over time. The data will be available for direct ad hoc query and extract by DOH.

Required Bid Elements:

A) The Offeror will describe their consolidation process and explain how it will address specific data consolidation needs and describe the database design, including a description of the technology used by the Offeror.

TASK 10 Patient Identity Resolution

The vendor will create and provide a unique ID for every person in the database. The vendor must provide an interface/API to other Patient indices such as the DOH Enterprise Master Patient Index and the HSD HHS 2020 Master Index.

Performance Requirements

(1) The vendor will use direct patient identifiers received from suppliers (e.g. SSN, member name, member street address, etc.) to create a new, or match to an existing, unique patient identifier.

(2) The resulting unique identifier must allow DOH to perform analyses that rely on member identities.

Required Bid Elements:

A) The Offeror must describe in detail their approach to identity resolution and how that will be used to create a unique patient identifier.

B) The Offeror must attest and certify that DOH will own the identifiers and be allowed to use them without restriction.

TASK 11 Provider Directory

The vendor will develop, test, and refine and maintain a Provider Directory by implementing unique healthcare provider and healthcare facility identifiers, coordinating with other possible sources for authoritative provider data.

Performance Requirements

(1) This Provider Directory must employ an open, standards-based architecture with an API or web services framework that would enable it to interoperate with third party identity management tools, such as an external Master Provider Directory.
Required Bid Elements:

A) The Offeror must describe in detail their approach to identity resolution and how that will be used to maintain and update a unique provider identifier.

B) The Offeror must attest and certify that DOH will own the identifiers and be allowed to use them without restriction including distribution of the identifiers to entities outside of DOH.

TASK 12 Data Storage Documentation

The vendor will provide documentation of all aspects of the data storage solution for collected, managed data (raw files, staging or semi-processed, fully-processed or consolidated, etc.) to DOH.

Performance Requirements

The vendor’s documentation will include:

1) Entity relationship diagrams
2) Data dictionary(ies) that includes a full description of each element and how each element was derived (where applicable)
3) An ETL source-to-target mapping
4) Documentation of the underlying hosting architecture for the data storage solution.

See APPENDIX H requirement IT43

Required Bid Elements:

A) The Offeror will provide an example of the proposed data documentation, including an ETL source to target map/diagram.

TASK 13 Data Access

The vendor will provide access to all phases of data store for designated DOH users.

Performance Requirements

1) The access must allow DOH analysts to track the data lineage in the data staging area.
2) The vendor will also provide role-based user access for additional DOH users with predetermined access and security levels and provide technical assistance to these DOH staff, as requested.

Required Bid Elements:

A) The Offeror will describe proposed technology/methodology to provide role-based access, and the timeline for access to varying levels of the stages of processing.

TASK 14 Value-Added Components for Analytics
The vendor will employ industry standard tools or methodologies to implement, test, and refine the value-added components and elements to enhance or increase the utility of the data.

**Performance Requirements**

(1) Value-adds that accomplish the following objectives are required:
   a. A methodology that identifies the latest version of claims in the Data store
   b. A coordination of benefits (COB) methodology that allows a user to combine claims for a single service covered by multiple payers into a single record reflecting a “total paid” calculation.
   c. Groupers that aggregate claims into distinct condition and procedure categories.
   d. A methodology for a grouper to create or identify distinct episodes of care.
   e. A methodology for risk assessment, to develop risk scores based on both retrospective and demographic risk. Risk scores will be used for risk adjustment calculations, and the Offeror should describe the methodology used for calculating the risk scores and the application of the scores for risk adjustment purposes.
   f. A methodology to geocode addresses in claims and eligibility files. These components must be integrated in the data store in such a way as to allow designated DOH staff to access them and include them in queries. The vendor may propose other value-added components that it offers and DOH agrees would be valuable.

**Required Bid Elements**

A) The Offeror will include a description of each required value-added component methodology offered as a service, including a description of the methodology and approach to generation or calculation. If the Offeror uses a proprietary method for any of the value-added components, the Offeror must agree that it will provide sufficient documentation for DOH to understand the methods being employed and that the fields added to the data set can subsequently be used by DOH without restriction.

B) The offeror will describe any additional value-added components it can provide for data management. DOH may choose to incorporate the component into the contract.

**TASK 15 Post-Load Quality Assurance and Validation**

The vendor will perform post-load quality assurance, validation, and edit checks after each consolidation.

**Performance Requirements**

(1) The vendor will perform a final review of the fully processed data prior to the data being moved into the production Environment (i.e., prior to data being available to other DOH APCD vendors, prior to scheduled standard data sets to DOH, etc.).

(2) At the end of each calendar year, the vendor will produce a summary file that includes at least the following data points (with the final list to be determined in consultation with DOH), in total and by payer:
   a. Patient Demographics
   b. Number of total claims
c) Billed charges
d) Amount paid
e) Patient responsibility
f) Top twenty procedures/diagnoses by volume and cost
(3) The vendor will also provide DOH with the following validation information for each final-processed file provided to DOH:
   a) Demographics (e.g. member counts, percent male, etc.)
   b) Rolling aggregation figures (e.g., dollar amounts for paid services in a given month, units per enrolled member per workday, etc.)
   c) Count of medical member months compared to pharmacy member months for each supplier
d) Exchange-related enrollment figures (e.g. purchased through the exchange, percent catastrophic coverage plans, etc.)
   e) Number of records dropped out due to each exclusion and/or business rule applied for each supplier and for the full database;
f) Pharmacy (e.g. percent refills, percent generics, etc.)
g) Provider and facility (e.g. inpatient counts, provider type, etc.)
h) Count of members covered under ERISA-eligible plans
   i) Opt-out tallies
   j) “Unknown” tallies
   k) Quality of the Patient Identity resolution
   l) Quality of the Provider Directory
(4) At the same time that a final-processed data file is made available for DOH review, the vendor will provide data suppliers with validation reports showing the degree to which core DOH APCD metrics align with the suppliers’ metrics. Report content will be defined by DOH.

Required Bid Elements:

A) The Offeror will describe the post-load quality process and available “out of the box” output reports resulting from that process. Offerors are encouraged to provide specific examples.

TASK 16 Maintenance and Support of Data Management Platform

The vendor must provide DOH analysts and any contracted vendor access to data needed for their work.

Performance Requirements

(1) The vendor will make the most recent copy of the Data Dictionary available to DOH, work cooperatively with DOH to answer any questions regarding the format and/or contents of the data, and work closely with DOH to troubleshoot and trace any identified performance or data quality issues.

Required Bid Elements:

A) The Offeror will describe the process they propose to use to permit access and provide suggested approaches to work collaboratively with DOH.

TASK 17 Maintenance and Support of Data Management Platform
Ongoing Platform Maintenance
The vendor will provide maintenance, operation and support of the Data Management Platform throughout the contract term, including paying all fees associated with updating and amending the Data Management Platform as needed and providing promised software, licenses, and hardware required to fully support the required functionality. See APPENDIX H Information Technology Requirements for detailed maintenance requirements. Vendor is not asked to pay for data sources such as Medicare as part of maintenance and support,

Required Bid Elements:

A) The Offeror must identify potential fees, licensing and other requirements that will be part of the data analytics and reporting services as part of the maintenance agreement.

TASK 18 Transition Plan
The vendor will participate in transitioning hosting to another entity at the end of the contract period, unless the contract for hosting not be renewed. This will include developing and delivering a comprehensive Transition Plan in coordination with DOH and the new vendor.

Performance Requirements

(1) This plan will identify and document the activities needed to seamlessly migrate the NM APCD data to the new vendor’s platform.
(2) The plan will ensure longitudinal data integrity from the existing data at the end of the contract period to future years of data collection.

Required Bid Elements:

A) The Offeror must propose an approach for developing a Transition Plan, including specific elements to be addressed in the plan. The Offeror is encouraged to describe experience in transitioning healthcare data from another vendor to their system.

IV. Analytics, Reporting and Presentation
DOH must be able to respond to a broad range of stakeholder requests for information based on the APCD. For example, DOH may be asked to inform legislators on cost and utilization of specific services or they may be asked to provide public health information for federal reporting. DOH is also required to create cost and quality comparison reports by geography, provider, or, perhaps, payer.

The vendor must support the DOH analytic capacity to meet those needs quickly and efficiently by creating and maintaining an Analytics Environment.

DOH is open to a variety of possibilities for meeting this goal, including, but not limited to, a vendor that chooses to provide analytics and reporting services on their own system, a vendor that provides a tool-kit or set of programs that DOH can implement on an internally hosted system, or a variety of other approaches. Any proposed solution for creating the Analytics Environment must allow DOH staff and other stakeholders to create reports and perform
analysis using a variety of analytical / query tools (e.g. SAS, SQL Server Management Studio, etc.) as described in the following tasks.

**Scope of Work Required Tasks for Analytics, Reporting and Presentation**

**TASK 1 Consult on Development of an Analytics Master Plan**

The vendor will develop a comprehensive Analytics Master Plan that will guide the overall analytics approach for internal and external use of the NM APCD based on input from DOH and other stakeholders.

**Performance Requirements**

1. The Analytics Master Plan will support the development of an Analytics Environment that is optimized for ease of use by users with varying needs and skill sets.
2. At a minimum, the plan will:
   a. Describe how data produced by the vendor will be accessed, extracted, or transferred into the Analytics Environment;
      a) Outline data quality control processes for specific use-cases identified in consultation with DOH;
      b) Describe how hosting needs will be addressed;
      c) Address user access controls;
      d) Identify any licensed software or other tools to be used;
      e) Describe how data extracts or data marts can be developed to support identified analytic goals;
      f) Identify specific standard analytic reports that will be generated by the analytics and reporting services and the corresponding frequency;
      g) Include documentation and training for data users in the Analytics Environment; and,
      h) Define strategies for data back-up, disaster recovery (including system failure response/recovery times), and secure data disposal.
   i. The plan will be based on a fully mastered dataset that will be provided by the data management services.

**Required Bid Elements:**

A) The Offeror will describe an approach for collaborative work with the DOH analytics team to develop the Analytics Master Plan.

**TASK 2 Implementation of the Analytics Master Plan**

The vendor will implement key elements of the Analytics Master Plan in coordination with DOH.

**Performance Requirements**

1. DOH recognizes that many elements of the Plan and the division of roles between the vendor and DOH will depend on the nature of the Analytics Environment proposed. The final details of many arrangements will be determined as part of the Analytic Master Plan as outlined in the previous task. However, DOH is interested in understanding how the vendor would propose that the following specific tasks be approached, at a minimum:
a Monthly and within no more than thirty days of the availability of the data in the Data store, ensure access to the updated NM APCD data and refresh the data available in the Analytics Environment.

b New and/or modified data loaded incrementally into the Analytics Environment, and the vendor must ensure point-in-time reporting capabilities are built into this layer.

c After each refresh, perform a final review of the data available in the Analytics Environment and obtain DOH approval prior to the data being made available to internal and external stakeholders.

d DOH will approve the final Analytics Master Plan and future changes to it.

(2) The vendor will produce a set of standard data sets with documentation that can be released to qualified users for qualified purposes. For each standard data set, the vendor will produce meta-data and a data dictionary that documents applied edits and summary statistics. This will include both Limited Data Sets and Research Data Sets.

**Required Bid Elements:**

A) The Offeror will describe in detail how these required functions of the Analytics Master Plan will be met in their proposed Analytics Environment and the associated timelines.

As part of the finalist presentation, the Offeror must be prepared to showcase at least three standard reports demonstrating the depth of their solution’s capabilities.

**TASK 3 Analytic Reporting Platform**

Produce a set of analytic reports, based on data available in the NM APCD Data store. Examples may include reports, such as:

1. Emergency Department visits by region and facility;
2. Inpatient hospital admissions that result in 30-day readmissions by age, sex, plan type, and disease condition; or
3. Variation between highest and lowest paid providers by procedure codes, sites of care, and provider types.
4. Any reports that align to the Use Case interest areas defined by NM Stakeholders listed below:

<table>
<thead>
<tr>
<th>Use Case Domains</th>
<th>Regional variation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy and Budget Information</td>
<td>Regional variation</td>
</tr>
<tr>
<td>• Program Evaluation</td>
<td>• Rural, urban, frontier comparisons</td>
</tr>
<tr>
<td>• Budget</td>
<td>• Utilization, pricing, quality</td>
</tr>
<tr>
<td>• Target interventions/savings</td>
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<tr>
<td>Health/Payment Reform</td>
<td>Utilization of Healthcare services-effectiveness</td>
</tr>
<tr>
<td>• Medical home effectiveness</td>
<td>• ED overuse, patterns by populations</td>
</tr>
<tr>
<td>• Comparative performance</td>
<td>• Robust risk-adjustment methods</td>
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<td>• Value-based metrics</td>
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<tr>
<td>• Network analytics</td>
<td></td>
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<tr>
<td>• Patient utilization patterns</td>
<td></td>
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<tr>
<td>Population Health</td>
<td>Quality of Healthcare Services</td>
</tr>
</tbody>
</table>
• Chronic disease prevalence
• Mental health utilization
• Disparities

• Readmissions
• Risk adjustment methods
Positive outcomes where possible

<table>
<thead>
<tr>
<th>Consumer Tools/Price Transparency</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Price comparator website</td>
</tr>
<tr>
<td>• Quality comparisons</td>
</tr>
</tbody>
</table>

Also provide a request intake and review process for fielding requests for additional reports as new use cases develop or other stakeholders request.

**Required Bid Elements:**

A) The Offeror must describe their methodology and experience in developing the standard analytic reports.

B) The Offeror will be prepared to demonstrate at least three standard reports, showcasing the depth of their solution’s reporting tools and capabilities.

C) The Offeror must describe their process for managing requests for new reports.

**TASK 4 Patient Attribution Methodology**

The vendor will provide a flexible methodology and tool to allow DOH to quickly and easily attribute patients to providers based on specified paradigms.

**Performance Requirements**

(1) The patient attribution methodology must be adaptable for varying requirements, such as:
   a) Assigning patients to providers based on an acute care incident or episode (like an upper respiratory infection).
   b) Assigning patients to the provider or providers responsible for managing a chronic condition (like diabetes or asthma).

(2) The patient attribution methodology must be capable of designating a single, primarily responsible provider.

(3) The patient attribution methodology must be capable of producing patient-level granularity so that an analyst could determine why any given patient was assigned to a particular provider.

**Required Bid Elements:**

A) The Offeror must describe the functionality of the patient attribution methodology and proposed algorithms (if not proprietary) used including a description of how business rules are incorporated and can be adjusted as needed.

**TASK 5 Attribute providers to groups or work sites**

The vendor will provide a flexible methodology and tool to allow DOH to quickly and easily assign physicians (or other types of providers) to a group, clinic, or work site.

**Performance Requirements**

(1) The provider attribution tool must contemplate and incorporate solutions for providers that practice at multiple work locations (hospitals, clinics, offices, etc.).
(2) The provider attribution tool must provide a level of granularity that would allow an analyst to determine why any given provider was assigned to a group or work site.

**Required Bid Elements:**

A) The Offeror must describe the functionality of the provider attribution methodology, including a description of how business rules are incorporated and can be adjusted as needed.

**TASK 6 Construction or Programming of Quality Metrics**

The vendor will construct or program useful provider quality comparison metrics as defined by DOH that DOH can publish and disseminate.

**Performance Requirements**

1. The quality metrics must be standard metrics that are designed to be calculated using administrative data only and can be constructed using claims data. DOH may also define metrics for comparisons.
2. For each quality metric, DOH analysts must be able to observe whether a given person or event was included in the calculation (numerator or denominator) and why they were included or excluded from the metric.
3. DOH prefers that the vendor have an existing portfolio of metrics that can be easily calculated as needed. It is also acceptable, but not preferred, for a vendor to provide custom programming for each metric as requested.
4. The quality metric capacity of the vendor must be flexible to be able to incorporate or add metrics associated with emerging value-based payment models.
5. The vendor may choose to provide tools that can be implemented on the DOH platform or they may propose to load an analytics file or files that would allow the metrics to be created on their own platform as long as DOH has access to the final measures and the required granularity.
6. The vendor must be able and willing to update any given metric as standards change.

**Required Bid Elements:**

A) The Offeror must describe their experience in calculating quality metrics.
B) The Offeror must describe their proposed solution for allowing DOH to easily create and publish required quality metrics.
C) The Offeror will be prepared to demonstrate any reporting tools or other mechanisms for communicating information about quality metrics in the Finalist Presentation.

**TASK 7 Quality Control**

The vendor shall ensure that the data used in the output of any methodology or tool is suited for each use case.

**Performance Requirements**

1. The vendor must develop and implement a quality control process that assesses the adequacy and quality of the enhanced data provided for use-cases identified in the Analytics Master Plan.
2. The vendor will propose steps to remediate any data quality issues identified during the quality control assessment.
(3) The vendor will deliver findings to DOH and take any necessary action to improve source data.
(4) The vendor shall ensure that any metric or summary information that is reported dynamically can also be made static if needed.

**Required Bid Elements:**

A) The Offeror shall describe their experience with data quality control for specific use-cases, preferably an area of interest identified in the Analytics and Reporting section of this RFP.
B) The Offeror shall describe how data quality information is communicated to data managers, steward, and users/analysts.

**TASK 8 Open Source or Licensed Tools**

The vendor will disclose to DOH the specifics of any open source and licensed tools used in their proposed solution and provide assurances that the use of those tools is sustainable and cost effective.

**Required Bid Elements:**

A) The Offeror shall describe the ownership of all tools in the proposed solution.
B) For any open source tools, the Offeror shall describe governance of the tool and the availability of technical support to both the vendor and DOH.

**TASK 9 Ongoing Software Maintenance**

The vendor will provide maintenance and operation of the Analytics Environment throughout the contract term, including paying all fees associated with updating and amending the Analytics Environment as needed and providing promised software, licenses, and hardware required to fully support the required functionality.

**Required Bid Elements:**

A) The Offeror must identify potential fees, licensing and other requirements that will be part of the data analytics and reporting services as part of the maintenance agreement

**TASK 10 Cost and Quality consumer facing webtool**

The vendor will implement a standard methodology or tool that calculates the cost information for consumers that would be included in a consumer-facing website.

**Performance Requirements**

(1) Develop a methodology (or implement existing methodology) to develop cost reporting for consumers for selected services, in a public-facing website.
(2) The vendor shall provide technical assistance and documentation to DOH users.

**Required Bid Elements:**

A) The Offeror will describe their experience and qualifications for developing a consumer-facing website.
V. **Additional Services**

**Required Responses:** All Offerors are asked to also propose solutions for the following Additional Services. The quality and creativity of the proposed additional services will be included in the technical score; however, the cost of additional services will not be included in the cost score. Offerors may decline to propose for some of the Additional Services. If declining, please indicate the services not being addressed in the proposal. DOH will have the option of requiring the winning Offeror to perform some, all, or none of the proposed additional services depending on needs and available budget. DOH will work with the vendor to develop an approach to implementing the following Additional Services.

**Additional Services: Data Management**

**TASK 1 Indian Health Service (IHS) Data**

The vendor will collect Indian Health Services (IHS) data directly from payers in New Mexico.

**Performance Requirements**

1. Collect the IHS data from New Mexico Payers
2. Map and transform IHS data to an input structure that is compatible with the vendor’s data intake system
3. Meet IHS requirements for data access and security, as agreed upon between DOH, HSD, and IHS

**Required Bid Elements:**

A) The Offeror will describe their experience or proposed process working with IHS data and mapping IHS data into the states APCD.

B) The Offeror will agree to meet collection and management requirements for data security and storage.

**TASK 2 Workers Compensation Data**

The vendor will collect Workers Compensation data directly from commercial payers in New Mexico that process worker compensation claims.

**Performance Requirements**

1. Collect the Workers Compensation data directly from commercial payers
2. Map and transform Workers Compensation data to an input structure that is compatible with the vendor’s data intake system
3. Keep Workers Compensation data isolated as needed or required for proper handling and purposes of data release or analysis.
4. Meet Workers Compensation requirements for data access and security, as agreed upon

**Required Bid Elements:**
A) The Offeror will describe their experience or proposed process working with Workers Compensation data and mapping Workers Compensation data into the states APCD.

B) The Offeror will agree to meet collection and management requirements for data security and storage.

**TASK 3 Alternative Payment Model Data**

The vendor will provide a suggested methodology to collect data from submitters about the nature and payment of alternative payment models, such as incentive payments providing high-quality and cost-efficient care in New Mexico.

**Required Bid Elements:**

A) The Offeror will describe their experience or proposed process to collect alternative payment data.

**Additional Services: Data Analytics**

**TASK 4 Episodes of Care Reporting:**

The vendor will provide a methodology and tool that joins individual claims into an episode of care based on a chronic condition or acute encounter.

**Performance Requirements**

(1) The vendor should anticipate that the episode of care tool will be run on each database refresh and have the output captured in the database for future use.

(2) The episode of care tool should allow for patients with multiple conditions to be grouped into multiple episodes.

(3) The episode of care tool should be capable of producing custom episodes of care for specific research and public health purposes.

(4) The output of the episode of care tool should be captured into the database for easy use by analysts and researchers.

**Required Bid Elements:**

A) The Offeror should describe the methodology and logic behind their episode of care tool and clearly explain how data users could create new episodes based on specified criteria.

B) The Offeror will be prepared to demonstrate any reporting tools or other mechanisms for communicating information about episodes of care in the Finalist Presentation.

**TASK 5 Total Cost of Care Reporting**

The vendor will implement a standard methodology or tool that calculates the total cost of care for a given patient or set of patients.

**Performance Requirements**

(1) The total cost of care tool must include the following basic functions:
a Calculate a total risk adjusted inpatient, outpatient, professional, and pharmacy cost for each person in the database
b Identify and flag outliers
c Allow the user flexibility to attribute the patient to a provider, group, geography or possibly payer, (as described in the data enhancement task, Task 22)
d Create statewide benchmarks for any measure included
e Produce separate group reports to circulate to each entity reported on for review prior to publication

(2) The vendor shall provide technical assistance and documentation to DOH users.

Required Bid Elements:

A) The Offeror will describe their experience and qualifications for calculating Total Cost of Care measures.
B) The Offeror will be prepared to demonstrate any reporting tools or other mechanisms for communicating information about total cost of care in the Finalist Presentation.
C) The Offeror will list and describe any proposed groupers to be used.
D) The Offeror must identify any implications of licensing for internal use, data release, and public reporting.

TASK 6 Surprise Medical Billing Benchmarking

The vendor will implement a standard methodology or tool to support the development of benchmarking analysis to support surprise medical billing.

Performance Requirements

(1) The surprise medical billing methodology will:
   a Create statewide and local benchmarks for any selected procedures
   b Support the NM legislative requirements around surprise medical billing
(2) The vendor shall provide technical assistance and documentation to DOH users.

Required Bid Elements:

C) The Offeror will describe their experience and qualifications for calculating benchmark measures.
TASK 7 Ad Hoc Requests

At times DOH may need a one-off additional service that is not included in the contract to be performed by the data management and/or analytics and reporting services.

Required Bid Elements:

A) The vendor will describe how they will respond to ad hoc requests by the DOH

Additional Responses: Offerors are encouraged to suggest other services that DOH may be interested in. All proposed additional services must also have an associated additional cost in the cost response form, APPENDIX G
APPENDIX G

COST RESPONSE FORMS

Scope of Work Costs

Offerors are asked to provide their cost response to coordinate with the Scope of Work of APPENDIX F; and should also reflect applicable costs associated with meeting the mandatory elements of the Information Technology Requirements of APPENDIX H. DOH will create a deliverables based contract with the selected Offeror. The deliverables will be based on the Scope of Work. Dedicated Project management task costs are not anticipated beyond the initial standup of the New Mexico APCD and are thus not included in the “subsequent years” tables. Offerors are asked to provide costs based on State of New Mexico State Fiscal Year (SFY) calendar basis, which begins July 1 and ends June 30. At the time of RFP Posting, the state is in FY 2021. Offerors should frame their costs based on their proposed schedule for initial implementation of an APCD for New Mexico, and subsequent Maintenance, Support and Enhancement/expansion costs. If some task items aren’t applicable to the time frame for the table, indicate so with “NA” for the task item.

SCOPE OF WORK REQUIRED TASKS Form 1

PROJECT MANAGEMENT TASK COSTS SFY 2021 (Build Period)

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<tr>
<th>Task #</th>
<th>Task Description</th>
<th>Costs</th>
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<tbody>
<tr>
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<td>Project Management, Plan, and Approach</td>
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<td>TASK II.2</td>
<td>Project Management Communication and Reporting</td>
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PROJECT MANAGEMENT TASK COSTS SFY 2022 (First full year )

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DATA MANAGEMENT TASK COSTS SFY 2021 (Build Period)

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<tbody>
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<td>TASK III.1</td>
<td>Data Submission Tool</td>
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<td>Patient Identity Resolution</td>
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<td>TASK III.11</td>
<td>Provider Directory</td>
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<td>TASK III.12</td>
<td>Data Storage Documentation</td>
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<td>TASK III.13</td>
<td>Data Access</td>
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<td>TASK III.14</td>
<td>Value-Added Components for Analytics</td>
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<td>TASK III.15</td>
<td>Post-Load Quality Assurance and Validation</td>
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<tr>
<td>TASK III.16</td>
<td>Access for Analytics and Reporting Vendor (if applicable)</td>
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<tr>
<td>TASK III.17</td>
<td>Maintenance and Support of Data Management Platform</td>
<td>$______________</td>
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<tr>
<td>TASK III.18</td>
<td>Transition Plan</td>
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### DATA MANAGEMENT YEARLY TASK COSTS (Subsequent Years)

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### ANALYTICS, REPORTING and PRESENTATION TASK COSTS SFY 2021 (Build Period)

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**ANALYTICS REPORTING and PRESENTATION TASK COSTS SFY 2022 (1st Year of Data Management)**

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<td>TASK IV.1</td>
<td>Consult on Development of an Analytics Master Plan</td>
<td>$__________</td>
</tr>
<tr>
<td>TASK IV.2</td>
<td>Implementation of the Analytics Master Plan</td>
<td>$__________</td>
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<tr>
<td>TASK IV.3</td>
<td>Analytic Reporting Platform</td>
<td>$__________</td>
</tr>
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<td>TASK IV.4</td>
<td>Patient Attribution Methodology</td>
<td>$__________</td>
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<tr>
<td>TASK IV.5</td>
<td>Attribute providers to groups or work sites</td>
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<td>TASK IV.6</td>
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<td>TASK IV.7</td>
<td>Quality Control</td>
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<td>Open Source or Licensed Tools</td>
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<td>Ongoing Software Maintenance</td>
<td>$__________</td>
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<tr>
<td>TASK IV.10</td>
<td>Cost and Quality Consumer Facing Webtool</td>
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<tr>
<td>TOTAL for Period</td>
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<td>$__________</td>
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</tbody>
</table>

**ANALYTICS, REPORTING and PRESENTATION YEARLY TASK COSTS (Subsequent Years)**

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Description</th>
<th>Costs</th>
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<tbody>
<tr>
<td>TASK IV.1</td>
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</tbody>
</table>
**ADDITIONAL SERVICES TASK COSTS – Form 2**

Additional Services Task Costs: While DOH is interested in cost information for inclusion of the Additional Services Tasks into the contract, these costs will not be part of the cost score. Clearly separate the Additional Services Task Costs in a distinct document section for ease of separation. Enter “Not Providing” if you are not providing a response to a specific additional services task.

### ADDITIONAL SERVICES TASK COSTS SFY 2021 (Build Period)

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Description</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>TASK V.1</td>
<td>Indian Health Service (IHS) Data</td>
<td>$____________</td>
</tr>
<tr>
<td>TASK V.2</td>
<td>Workers Compensation Data</td>
<td>$____________</td>
</tr>
<tr>
<td>TASK V.3</td>
<td>Alternative Payment Model Data</td>
<td>$____________</td>
</tr>
<tr>
<td>TASK V.4</td>
<td>Episodes of Care Reporting</td>
<td>$____________</td>
</tr>
<tr>
<td>TASK V.5</td>
<td>Total Cost of Care Reporting</td>
<td>$____________</td>
</tr>
<tr>
<td>TASK V.6</td>
<td>Surprise Medical Billing Benchmarking</td>
<td>$____________</td>
</tr>
<tr>
<td>TASK V.7</td>
<td>Ad Hoc Requests</td>
<td>$____________</td>
</tr>
<tr>
<td>TOTAL</td>
<td>for Period</td>
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</tbody>
</table>

### ADDITIONAL SERVICES TASK COSTS SFY 2022 (1st Year of Data Management)

<table>
<thead>
<tr>
<th>Task #</th>
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<td>$____________</td>
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<tr>
<td>TOTAL</td>
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</tbody>
</table>

### ADDITIONAL SERVICES YEARLY TASK COSTS (Subsequent Years)

<table>
<thead>
<tr>
<th>Task #</th>
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<tr>
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<td>$__________</td>
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</tbody>
</table>
APPENDIX H

Information Technology Requirements

Offerors shall review the information technology requirements in Table H-1 below and provide a statement of concurrence that their proposed solution will meet all mandatory requirements in the table. Offerors must also provide information in their narrative response as to how their solution meets the requirements in the table, for all mandatory requirements and the highly desirable requirements the offeror’s solution meets. Offerors shall also indicate if their proposed solution does not meet a highly desirable requirement.
Table H-1: Information Technology Requirements
The following table contains the technical system requirements for the solution and its delivery.

<table>
<thead>
<tr>
<th>#</th>
<th>Technical System Requirements</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>IT-1</td>
<td>All user interfaces must be accessible via an Internet browser, and not require any software to be installed on a client workstation or device except for browser software and drivers required to and similar input/ output (I/O) devices.</td>
<td>M</td>
</tr>
<tr>
<td>IT-2</td>
<td>The solution must allow direct access to the database(s) by DOH employees who possess the proper access rights. These employees must be able to choose from a variety of analytical / query tools (e.g. SAS, SQL Server Management Studio, etc.)</td>
<td>M</td>
</tr>
<tr>
<td>IT-3</td>
<td>The solution must be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year, except during scheduled maintenance. The Contractor shall guarantee 99.9% uptime 7 days a week, 24 hours a day, 365 days a year, exclusive of the regularly scheduled maintenance window.</td>
<td>M</td>
</tr>
<tr>
<td>IT-4</td>
<td>The solution must run on the two most recently released versions of Internet Explorer (IE), Edge (both pre and post version 78), Firefox, Chrome and Safari, including the versions that are available for Apple’s IOS and Android devices.</td>
<td>M</td>
</tr>
<tr>
<td>IT-5</td>
<td>It is highly desirable for the solution to be written for the Microsoft .NET Framework.</td>
<td>HD</td>
</tr>
<tr>
<td>IT-6</td>
<td>It is highly desirable for the solution to store data in one or more Microsoft SQL Server databases.</td>
<td>HD</td>
</tr>
<tr>
<td>IT-7</td>
<td>It is highly desirable for the solution (including all application, web, and database tiers) to run on Microsoft Windows server(s) meeting the minimum-security standards set forth by the DOH Chief Security Officer (CSO).</td>
<td>M</td>
</tr>
<tr>
<td>IT-8</td>
<td>The solution must be able to operate under all of the following network configurations: • Wireless connectivity • Mobile hotspots • Wired connectivity</td>
<td>M</td>
</tr>
<tr>
<td>IT-9</td>
<td>The Contractor must provide and maintain separate production, training, test/UAT and development environments.</td>
<td>M</td>
</tr>
<tr>
<td>IT-10</td>
<td>The solution must support Active Directory Federated Services (ADFS) Single Sign-On user access control.</td>
<td>M</td>
</tr>
<tr>
<td>IT-11</td>
<td>The solution must support configurable role-based access to control user access to the data entry system, reports and data. The Contractor shall work with the State to define mutually agreed-upon user roles and associated access rights.</td>
<td>M</td>
</tr>
<tr>
<td>IT-12</td>
<td>The solution must enforce unique user names and ID’s.</td>
<td>M</td>
</tr>
<tr>
<td>IT-13</td>
<td>The solution must provide NMDOH employees access to be controlled from NMDOH’s Active Directory via Active Directory Federation Services. All username and password rules will be administered in Active Directory.</td>
<td>M</td>
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<tr>
<td>#</td>
<td>Technical System Requirements</td>
<td>Code</td>
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<tr>
<td>IT-14</td>
<td>The solution must comply with user account and password requirements (including length, types of required characters, expiration, etc.) for all users who do not have a NMDOH Active Directory account, according to NMDOH policies, procedures and rules as set forth by the NMDOH CSO. The solution must provide the capability to encrypt passwords in transmission and at rest within the system.</td>
<td>M</td>
</tr>
<tr>
<td>IT-15</td>
<td>The solution must include a self-service password reset tool that allows a user to reset a personal password (forgotten or inactive) to unlock that user’s account. The solution must provide the capability to email password reset links to a user.</td>
<td>M</td>
</tr>
<tr>
<td>IT-16</td>
<td>The solution must include the ability to enforce session timeouts during periods of inactivity. The solution must provide the capability for NMDOH to configure the maximum session inactivity time to meet NMDOH security policies.</td>
<td>M</td>
</tr>
<tr>
<td>IT-17</td>
<td>The solution must not store authentication credentials or sensitive data in its code or unencrypted in databases or files.</td>
<td>M</td>
</tr>
<tr>
<td>IT-18</td>
<td>The solution must meet all HIPAA audit logging standards.</td>
<td>M</td>
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<tr>
<td>IT-19</td>
<td>The solution must provide the capability to encrypt all application data and to protect it from unauthorized use when in transit and at rest.</td>
<td>M</td>
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<tr>
<td>IT-20</td>
<td>The Contractor must ensure that any application enhancements or upgrades do not remove or degrade security.</td>
<td>M</td>
</tr>
<tr>
<td>IT-21</td>
<td>The Contractor shall develop a security plan encompassing addressing workforce, incident reporting, technical security of information assets throughout lifecycle (creation to destruction).</td>
<td>M</td>
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<tr>
<td>IT-22</td>
<td>The Contractor must ensure that all software and hardware are free of malicious code.</td>
<td>M</td>
</tr>
<tr>
<td>IT-23</td>
<td>The Contractor must ensure the application is secure against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (<a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a>). The Contractor must provide an independent, third-party validation that the application has been hardened and secured as defined by NMDOH CSO.</td>
<td>M</td>
</tr>
<tr>
<td>IT-24</td>
<td>The vendor shall provide an option to use <a href="http://www.verygoodsecurity.com">www.verygoodsecurity.com</a> for secure data like social security numbers.</td>
<td>HD</td>
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<td>#</td>
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<tr>
<td>IT-25</td>
<td>The Contractor must host the solution in a secure hosting environment on one of the following:</td>
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<td></td>
<td>• Microsoft’s Azure Government,</td>
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<td></td>
<td>• Google Cloud Platform for Government,</td>
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<td></td>
<td>• Amazon’s AWS GovCloud (US), or</td>
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<td></td>
<td>• A facility that adheres to Uptime Institute’s Tier III Concurrent Maintenance criteria as</td>
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<td>provided in Tier Standard Topology*. The facility must be HIPAA compliant and sign a HIPAA</td>
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<td></td>
<td>Business Associates Agreement (BAA). The facility must maintain the following certifications:</td>
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<tr>
<td></td>
<td>o Uptime Institute’s Tier III (or Tier IV) Gold Certification of Operational Sustainability</td>
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<td></td>
<td>o Uptime Institute’s Tier III (or Tier IV) Certification of Constructed Facility.</td>
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<td></td>
<td>o FedRAMP Moderate Provisional Authority to Operate (P-ATO)</td>
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<td></td>
<td>o DISA Level 2 Provisional Authorization (PA)</td>
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<td></td>
<td>*available at: <a href="http://uptimeinstitute.com/tierpublication">http://uptimeinstitute.com/tierpublication</a></td>
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<tr>
<td>IT-26</td>
<td>The solution must have the capability to meet peak performance use requirements of not less</td>
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<td>than the following number of simultaneous users: 20.</td>
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<tr>
<td>IT-27</td>
<td>The Contractor must operate hosting services on a network or cloud environment offering</td>
<td>M</td>
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<td></td>
<td>adequate performance to meet the current and any future business requirements for the State</td>
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<td></td>
<td>application.</td>
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<tr>
<td>IT-28</td>
<td>If redundant Internet connections are not available to the Contractor, then the Internet</td>
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<td></td>
<td>Provider who provides the internet service to the Contractor must have their service supplied</td>
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<td>by a vendor that has multiple feeds to ensure that a failure in one of the larger carriers</td>
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<td></td>
<td>will not cause a failure of the State’s service.</td>
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<tr>
<td>IT-29</td>
<td>The Contractor’s network architecture must include redundancy of routers and switches in the</td>
<td>M</td>
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<td></td>
<td>Data Center.</td>
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<td>IT-30</td>
<td>The Contractor must maintain the solution hardware and software in accordance with the</td>
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<td>specifications, terms, and requirements of the contract and sufficient to run the application.</td>
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<tr>
<td>IT-31</td>
<td>The Contractor must repair or replace solution hardware or software, or any portion thereof,</td>
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<td>so that the system operates in accordance with the specifications, terms, and requirements of</td>
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<tr>
<td></td>
<td>the contract.</td>
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<tr>
<td>IT-32</td>
<td>The Contractor must monitor the application, database, connectivity, interfaces, and all</td>
<td>M</td>
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<td>servers with established performance checks agreed to by NMDOH and must automatically notify</td>
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<td></td>
<td>both Contractor and NMDOH application support personnel twenty-four (24) hours a day, seven</td>
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<td></td>
<td>(7) days a week, 365 days a year, when abnormalities are detected.</td>
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<tr>
<td>IT-33</td>
<td>The Contractor must install and update all server patches, updates, and other utilities within</td>
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<td>sixty (60) days of their release from the manufacturer unless security risks would create a</td>
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<td>potential breach, in which case the updates must be installed at the earliest opportunity.</td>
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<tr>
<td>IT-34</td>
<td>The Contractor must monitor system, security, and application logs based upon mutually agreed</td>
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<td></td>
<td>protocols delineated in the final contract.</td>
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<tr>
<td>IT-35</td>
<td>The Contractor must manage sharing of data resources based upon mutually agreed protocols</td>
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<td></td>
<td>delineated in the final contract.</td>
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<tr>
<td>#</td>
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<tr>
<td>IT-36</td>
<td>The Contractor must manage daily backups, data storage, and restore operations. The Contractor must ensure that backups are encrypted in a manner meeting minimum Federal Information Processing Standards (FIPS) 140-2 standards and that they are stored in a facility geographically separate from the Contractor’s primary data center.</td>
<td>M</td>
</tr>
<tr>
<td>IT-37</td>
<td>The Contractor shall transfer a backup copy of the solution database(s) to NMDOH monthly via Secure File Transfer Protocol (SFTP).</td>
<td>M</td>
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<tr>
<td>IT-38</td>
<td>The Contractor may work with NMDOH to set up a daily data replication process.</td>
<td>M</td>
</tr>
<tr>
<td>IT-39</td>
<td>The Contractor must notify the NMDOH CSO of all breach of security issues via telephone and in writing within 30 minutes of becoming aware of the issue.</td>
<td>M</td>
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<tr>
<td>IT-40</td>
<td>In instances where the State requires access to the application, database or server resources, the Contractor must provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN) and/or appropriate database management, query and/or browser tools.</td>
<td>M</td>
</tr>
<tr>
<td>IT-41</td>
<td>The State shall have unlimited access to submit support requests to Contractor technical support staff – via phone or e-mail or help desk system – twenty-four (24) hours a day, seven (7) days a week, 365 days a year. The Contractor’s response for support must conform to problem resolution escalation procedures that prioritize problems based upon mutually agreed protocols that will be delineated in the final contract.</td>
<td>M</td>
</tr>
<tr>
<td>IT-42</td>
<td>All database tables will have a unique identity field.</td>
<td>M</td>
</tr>
<tr>
<td>IT-43</td>
<td>• The solution’s technical architecture must be documented and the documentation kept updated throughout the contract term. Documentation shall include all aspects of the solution stack from hardware/network platform through database, application and User Interface layers including security aspects as applicable.</td>
<td>M</td>
</tr>
<tr>
<td>IT-44</td>
<td>The Contractor and the Procuring Agency must identify a regularly scheduled maintenance window (such as weekly, monthly, or quarterly) during which all relevant server patches and application upgrades shall be applied (other than emergencies).</td>
<td>M</td>
</tr>
<tr>
<td>IT-45</td>
<td>The Contractor must adhere to the NMDOH change management process of application enhancements and upgrades. The Contractor must submit relevant Change Management Requests (CMR) no less than two (2) weeks prior to production implementation, using standard forms provided by Procuring Agency.</td>
<td>M</td>
</tr>
<tr>
<td>IT-46</td>
<td>The Contractor must notify the Department of Health representative a minimum of two (2) business days prior to implementation of any changes and/or updates to the solution. The Contractor must provide the State with training on any new features or changes to existing features.</td>
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<tr>
<td>IT-47</td>
<td>The Contractor must fully support all solution hardware and software components, including the hosting infrastructure, including licensing and maintenance contracts with respective suppliers and manufacturers at all times. The Contractor must supply all licenses necessary for functioning of applications, including all software and hardware licenses for all environments.</td>
<td>M</td>
</tr>
</tbody>
</table>
| IT-48 | The Contractor must maintain a record of its activities related to repair or maintenance performed for the State, and must report quarterly on:  
- Server up-time  
- All change requests implemented, including Operating System patches  
- All critical outages reported including actual issue and resolution  
- Number of deficiencies reported by class with initial response time and time to resolve | M    |
| IT-49 | For any outage (when a business function cannot be met by a nonperforming application and there is no work around to the problem) greater than 15 minutes, the Contractor must provide an incident report for the interruption of service to the State. An incident report must document, at a minimum: outage cause, solution implemented, amount of downtime, related communications, suggested support improvements, and suggested solution improvements when the solution has been brought back online. The Contractor must provide the incident report within two (2) weeks of incident resolution. | M    |
| IT-50 | The Contractor must allow and support NMDOH to schedule and perform a periodic security assessment and to perform solution testing activities by internal NMDOH and external 3rd party auditor. | M    |
| IT-51 | The Contractor must submit for NMDOH approval a Business Continuity and Disaster Recovery Plan. This plan must be tested during the UAT phase and approved by NMDOH. The plan must be kept up to date to reflect changes to the system servers, application, supporting software, and network infrastructure. This plan will be tested at least once a year to ensure viability and meet expectations for Return Time Objectives (RTO) and Return Point Objectives (RPO). | M    |
| IT-52 | The solution must have the ability to interface with the DOH Enterprise Master Patient Index (EMPI) based on the latest New Mexico Department of Health Enterprise Master Person Index (EMPI) Bidirectional HL7 Interface Guide. At a minimum, the solution must send Patient information to the EMPI. The preference is that the solution fully integrate with the EMPI in a bi-directional manner. See page 5 of the guide for a use case flow example. | M    |
| IT-53 | The Contractor must develop and submit a plan for NMDOH approval to address upgrades or replacement of hardware, software or network infrastructure at least two years prior to one or more of these components reaching End of Life (EOL). | M    |