STATE OF NEW MEXICO

MINERS' COLFAX MEDICAL CENTER (MCMC)

<u>REQUEST FOR PROPOSALS (RFP)</u>

MEDICAL CODING

RFP#
26-662-0100-00014

April 24, 2026

May 26, 2026

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Remote-Based Certified Coding Specialists for Critical Access Hospital with in-patient and out-patient coding, who posses extensive knowledge in ICD10 and CPT Coding. This includes a 25 bed critical access hospital, laboratory, operating room, OB/GYN, radiology, and several outpatient clinics including surgery, oncology, and two primary care clinics.

B. BACKGROUND INFORMATION

Medical Coding is a vital part of our billing process in return assists in the revenue generating operation of the hospital.

C. SCOPE OF PROCUREMENT

MEDICAL CODING SERVICES

The scope of this procurement shall encompass the defined Scope of Work. The proposed contract(s) is/are scheduled to commence on approximately July 1, 2026, or upon receiving all required state approvals, whichever is later, for a term of up to four (4) years pursuant to funding availability and satisfactory service provision, as determined by MCMC. In no circumstance shall a contract resulting from this RFP exceed a total of four (4) years in duration.

D. PROCUREMENT MANAGER

1. Miners' Colfax Medical Center 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:	Valorie Garcia, Procurement Manager
Address:	203 Hospital Drive Raton, NM 87740
Telephone:	(575) 445-7791
Fax:	(575) 383-3357
Email:	valorie.garcia1@mcmc.nm.gov

2. All deliveries of responses must be made via trackable express carrier and must be addressed as follows:

Name:	Valorie Garcia
Reference RFP Name:	MEDICAL CODING SERVICES RFP# 26-662-0100-00014
Address:	MCMC 203 Hospital Drive. Raton, NM 87740

3. **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 MCMC. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** 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. Emailed protests will not be considered.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:
"**Agency**" means 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 4:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"**Close of Business**" means 4:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

"**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.

"**Department Manager**" is an Agency Manager/employee assigned by the Agency to oversee the contract work.

"**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.

“**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.

“**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.

“**MCMC**” is Miners’ Colfax Medical Center.

“**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.

“**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.

“**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.

"**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**" or 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**"
"**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.

"**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.)

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

F. 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:
http://www.generalservices.state.nm.us/statepurchasing/ITBs__RFPs_and_Bid_Tabulation.aspx.

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:

Action	Responsible Party	Due Date	Time
1. Issue RFP	Agency	April 24, 2026	
2. Distribution List	Agency	May 1, 2026	4:00 PM MST/MDT
4. Deadline to submit Questions	Potential Offerors	May 7, 2026	4:00 PM MST/MDT
5. Response to Written Questions	Procurement Manager	May 12th, 2026	4:00 PM MST/MDT
6. Submission of Proposal	***Potential Offerors***	***May 26, 2026 by***	***4:00 PM MST/MDT***
7. Proposal Evaluation	Evaluation Committee	June 1-5, 2026	09:00 AM MST/MDT
8. Selection of Finalists	Evaluation Committee	June 5th, 2026	
9. Best and Final Offers	Finalist Offerors	June 8, 2026	
10. Oral Presentation(s)	Finalist Offerors	RESERVED	TBD
11. Finalize Contractual Agreements	Agency/Finalist Offerors	June 14, 2026	
12. Contract Awards	Agency/ Finalist Offerors	June 14,2026	
13. Protest Deadline	Agency	+15 days	4:00 PM MST/MDT

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 **MINERS' COLFAX MEDICAL CENTER**, an Agency of the State of New Mexico on April 24, 2026.

2. **Acknowledgement of Receipt**

   Potential Offerors should email the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 4:00 pm MST/MDT on May 1, 2026.

   The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. **Pre-Proposal Conference**

   A pre-proposal conference will NOT be held.

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 4:00 pm Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph 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 written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to:
   www.minershops.com/rfp

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON May 26, 2026. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2 Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Medical Coding Services RFP # 26-662-0100-00014. Proposals submitted email must have "RFP#26-662-0100-00014" in the subject line. Proposals submitted by facsimile will not be accepted.

A public 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, 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. 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

RESERVED

11. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Agency Procurement office. 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. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, 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 Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and Miners' Colfax Medical Center, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

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 4:00 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:

Hunter Abaza
Protest Manager
203 Hospital Drive
Raton, NM 87740

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 in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

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.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

C. Confidential data is restricted to:
   1. confidential financial information concerning the Offeror's organization;
   2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
   3. PLEASE NOTE: 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 data for which an Offeror has made a written request for confidentiality, the Agency shall examine the Offeror's 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 confidential data.

9. No 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 effected 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.

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.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, 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 Miners' Colfax Medical Center.

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. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: www.minershosp.com/rfp

28. New Mexico Employees Health Coverage

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

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

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information http://www.insurenewmexico.state.nm.us/.

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

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.

3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
    a. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
    b. Acceptance of Section V of this RFP; and
    c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in paragraph 2 above.

31. Pay Equity Reporting Requirements

A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

32. 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 Agency Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the Agency 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 Agency Purchasing Agent or Central Purchasing Officer.

33. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

A. **New Mexico Business Preference**

B. **New Mexico Resident Veterans Business Preference**

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

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

The New Mexico Preferences shall not apply when 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

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, three (3) HARD COPY, and one (1) electronic 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.**

    - Proposals containing confidential information **must** be submitted as two separate binders:
        - **Unredacted** version for evaluation purposes
        - **Redacted** version (information blacked out and not omitted or removed) for the public file

2. **Cost Proposals** – One (1) ORIGINAL, three (3) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals.

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

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

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

Both the electronic submission and the original proposal must be received no later than the time and date indicated in Section II.B.6.

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:
Typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

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 (Binder 1 or File 1):

A. Signed Letter of Transmittal
B. Table of Contents
C. Proposal Summary (Optional)
D. Response to Contract Terms and Conditions
E. Offeror's Additional Terms and Conditions
F. Response to Specifications **(except cost information which shall be included in Cost Proposal/Binder 2 or File 2 only)**
    1. Organizational Experience
    2. Organizational References
    3. Mandatory Specification
    4. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
    5. Signed Campaign Contribution Form
    6. New Mexico Preferences (If applicable)

Cost Proposal (Binder 2 or File 2)**:**

1. Completed Cost Response Form

Confidential Information (Binder 3 or File 3) **– (if applicable)** as defined in **Section I.E. Definitions of Terminology**.

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. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

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 should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

Description of Work Coding Medical Records Services will be performed remotely (off-site) for electronic health records, therefore, it is necessary for the Contractor to demonstrate a secure ability to connect to Miner's Colfax Medical Center (MCMC).

This document has been updated to reflect: (1) the FY 2026 ICD-10-CM Official Guidelines for Coding and Reporting (effective October 1, 2025, and amended April 1, 2026); (2) CY 2026 ICD-10-PCS updates; (3) the 2026 CPT® code set (288 new codes, 84 deletions, 46 revisions, effective January 1, 2026); (4) the CY 2026 Hospital Outpatient Prospective Payment System (OPPS) Final Rule (CMS-1809-FC); (5) the January 2026 Integrated Outpatient Code Editor (I/OCE) updates; (6) current AHIMA Standards of Ethical Coding and credentialing requirements; and (7) the April 1, 2026 ICD-10-CM instructional note and index revisions released by CMS/CDC.

Note: References to the 'AAPC' below replace the prior designation 'APPC' (American Association of Professional Coders), which is the correct legal name. 'ACMCS' (American College of Medical Coding Specialists) references have been retained but are supplemental; AHIMA and AAPC remain the primary credentialing bodies recognized for purposes of this Agreement.

SECTION 1- GENERAL REQUIRMENTS

1.a Contractor shall demonstrate in writing that all staff are compliant with all applicable HIPAA laws and regulations, including the HIPAA Privacy Rule (45 CFR Parts 160 and 164, Subparts A and E), the HIPAA Security Rule (45 CFR Parts 160 and 164, Subparts A and C), and the HITECH Act amendments thereto. Written attestation shall be provided at contract execution and updated annually, or upon any material change in staffing or processing arrangements.

1.b Contractor must provide trained, credentialed supervisory staff to oversee the coding process and perform Quality Assurance (QA) activities. Qualifying credentials for supervisory personnel include:

- Registered Health Information Administrator (RHIA) — AHIMA
- Registered Health Information Technician (RHIT) — AHIMA

- Certified Coding Specialist (CCS) — AHIMA
- Certified Coding Specialist — Physician-Based (CCS-P) — AHIMA
- Certified Professional Coder (CPC) — AAPC
- Certified Inpatient Coder (CIC) — AAPC
- Certified Documentation Integrity Practitioner (CDIP) — AHIMA (supplemental, preferred for CDI oversight roles)

  Note: The CIC credential (Certified Inpatient Coder, AAPC) has been added to recognize its equivalency for hospital inpatient supervisory roles. AHIMA's CDIP is added as a preferred supplemental credential for supervisors overseeing documentation integrity functions.

1.c Supervisory staff must have documented experience in conducting coding quality audits and providing coding staff education, consistent with AHIMA's Standards of Ethical Coding (current version) and the Healthcare Information and Management Systems Society (HIMSS) competency framework.

1.d Contractor must provide trained, credentialed staff to review and assign codes to medical records. At a minimum, each coder assigned to MCMC accounts must hold one of the credentials listed in Section 1.b above, or an equivalent credential recognized by AHIMA or AAPC, appropriate to the care setting being coded (inpatient vs. outpatient/physician-based).

Note: Effective FY 2026, coders assigned to inpatient records are strongly encouraged to hold the CCS or CIC credential, given the complexity of ICD-10-PCS coding, MS-DRG grouping, and the Inpatient-Only (IPO) list changes finalized in the CY 2026 OPPS rule (CMS-1809-FC).

1.e Contractor must demonstrate compliance capabilities by providing, at contract execution and upon request thereafter, a complete roster of all coding staff and supervisors assigned to this Agreement, including: (i) full name; (ii) credentials held, issuing body, and current expiration or recertification date; (iii) years of HIM/coding experience; and (iv) primary coding specialties or service lines.

1.f Offshore coding and data-processing services may be considered, subject to the following conditions, which reflect current CMS and HIPAA requirements:

- Contractor must disclose in writing the name, country, full address, and functions performed by each offshore subcontractor at contract execution and within thirty (30) days of any change.
- Contracts with offshore subcontractors must include: breach notification protocols, immediate termination rights for security incidents, annual audit requirements, and limits on Protected Health Information (PHI) access to the minimum necessary.
- Annual audits or equivalent oversight of offshore subcontractors must be performed and results made available to MCMC upon request.
- All offshore arrangements must be disclosed to MCMC's Privacy Officer prior to implementation and be covered under the executed Business Associate Agreement (BAA).

  Note: These conditions align with CMS Medicare Advantage and Part D offshore subcontractor attestation standards and HIPAA Security Rule requirements for Business Associate relationships.

Section 2 – CODING STANDARDS AND AUTHORITY

Contractor shall code all records in strict accordance with the following official guidelines and authorities, utilizing the most current edition of each in effect at the time of coding:

2.a AHIMA Standards of Ethical Coding (current version, as adopted by the AHIMA House of Delegates). Coding professionals shall adhere to all eleven (11) ethical principles, including the duties to: apply accurate codes, query providers appropriately, refuse to participate in upcoding or under coding, and report unethical practices.

2.b The ICD-10-CM Official Guidelines for Coding and Reporting (FY 2026, effective October 1, 2025, as updated by the April 1, 2026 release), as jointly approved by CMS, NCHS, AHIMA, and the American Hospital Association (AHA). Coders must incorporate the April 2026 revisions to instructional notes, including the Excludes1-to-Excludes2 reclassifications and sequencing changes resulting from conversion of 'Code first' and 'Use Additional code' notes to 'Code also' notes.

Note: Significant April 2026 changes requiring coder awareness: Parkinson's disease default code reassigned (G20.A1 replaces G20.C); neuroendocrine tumor index default reassigned from D3A.8 to C7A.- (now a CC); and multiple sequencing rules converted to circumstance-of-admission determinations. See CMS/CDC ICD-10-CM April 1, 2026 addenda.

2.c CMS Rules & Regulations, including but not limited to: (i) the CY 2026 OPPS Final Rule (CMS-1809-FC); (ii) the January 2026 Integrated Outpatient Code Editor (I/OCE) updates (Transmittal CR 13573); (iii) applicable National Coverage Determinations (NCDs) and Local Coverage Determinations (LCDs) issued by Novitas Solutions (Jurisdiction H, the Medicare Administrative Contractor for New Mexico); and (iv) ICD-10-CM/PCS MS-DRG v43.1 grouper for inpatient claims.

2.d AMA CPT® Assistant Guidelines (current subscription year). The 2026 CPT® code set includes 288 new codes, 84 deletions, and 46 revisions effective January 1, 2026. Coders must apply updated CPT® codes and revised guidelines as of their effective dates.

2.e AHA Coding Clinic for ICD-10-CM/PCS Guidelines (current and applicable prior quarters). Coding Clinic guidance is official and binding for ICD-10-CM and ICD-10-PCS code assignment.

2.f AHA Coding Clinic for HCPCS Guidelines (current and applicable prior quarters), for Level II HCPCS code assignment on outpatient and professional claims.

SECTION 3 – SCOPE OF CODING SERVICES

Contractor shall be required to perform the following:

Contractor shall be required to perform the following:

3.a Assign ICD-10-CM diagnosis codes and ICD-10-PCS procedure codes for all applicable inpatient and outpatient medical records, coded to the highest level of specificity supported by documentation, in accordance with the FY 2026 Official Coding Guidelines. All codes must be reported with the full number of required characters, including applicable 7th character extensions and placeholder 'X' characters.

3.b Assign all CPT-4® procedure codes and appropriate modifiers utilizing current CPT® coding guidelines (2026 edition), CMS rules, and in accordance with Correct Coding Initiative (CCI) edits and the Outpatient Code Editor (OCE)/Integrated Outpatient Code Editor (I/OCE) guidelines as updated for January 2026. Assign HCPCS Level II codes and modifiers as applicable for supplies, drugs, and non-physician services.

3.c Enter all coded data directly into MCMC's Electronic Health Record (EHR) system, currently Cerner Community Works, in the designated fields and within the timeframes specified in Section 3.f. Any updates to MCMC's EHR platform shall be communicated in advance and Contractor must demonstrate continued system compatibility.

3.d Apply correct coding based on thorough review of all available medical record documentation, including but not limited to: physician orders, progress notes, operative reports, pathology and radiology reports, discharge summaries, nursing documentation, and ancillary department records. Coders must code to the highest level of specificity the documentation supports — neither inflating nor deflating the clinical picture.

3.e Notify designated MCMC Inpatient and Outpatient Coding Supervisors immediately — and no later than four (4) business hours of discovery — in the event of missing, incomplete, or illegible medical record documentation that prevents accurate code assignment. Contractor shall document such notifications in writing and retain records for a minimum of six (6) years.

> *Note: MCMC's physician query process must remain separate from Contractor's financial interest. Queries must be non-leading, clinically supported, and compliant with the AHIMA/ACDIS Official Guidelines for CDI Query Practice.*

3.f Complete coding within twenty-four (24) hours of receipt of a complete and legible medical record, except as provided in Section 3.e. For inpatient records, coding shall be completed within twenty-four (24) hours of receipt of the final authenticated discharge summary and all pertinent ancillary reports.

3.g Provide coding services for all service lines and patient types at MCMC, including but not limited to:

- Inpatient — Critical Access Hospital (CAH) acute care, ICD-10-CM/PCS, MS-DRG grouping
- Inpatient — Swing Bed / Skilled Nursing Facility (SNF) level of care
- Inpatient — Obstetrics (OB) and Newborn
- Inpatient — Critical Care and Intensive Monitoring
- Inpatient — Surgical (general surgery, orthopedics, and related procedures)
- Outpatient — Emergency Department (ED)
- Outpatient — Observation (OBS) Services
- Outpatient — Ambulatory Surgery / Same-Day Surgery
- Outpatient Hospital — Cardiology (including ECG interpretation coding, stress testing, echocardiography)
- Outpatient Hospital — Radiology and Diagnostic Imaging
- Outpatient Hospital — IV Therapy and Infusion Services
- Outpatient Hospital — Oncology and Chemotherapy/Immunotherapy Administration
- Outpatient Hospital — Pathology and Laboratory
- Outpatient Hospital — Anesthesia
- Outpatient Hospital — Neurology
- Outpatient Hospital — Gastroenterology

- Outpatient Hospital — Pediatrics
- Outpatient Hospital — Infectious Disease
- Outpatient Hospital — Internal Medicine and Primary Care
- Outpatient Hospital — Ancillary Services (physical therapy, occupational therapy, respiratory therapy, dietary)
- Rural Health Clinic (RHC) — Physician and mid-level provider professional fee coding
- Occupational Health / Black Lung Program Services

Note: Neurology and Gastroenterology have been added to the service line list per updated mandatory specifications. Telehealth services coded under MCMC's RHC and hospital outpatient designations must comply with current CMS telehealth modifier and place-of-service coding rules applicable to CAH/RHC settings.

3.h Maintain adequate, accessible, and HIPAA-compliant methods of communication with MCMC coding supervisors and Revenue Cycle leadership, including a designated primary point of contact and backup contact available during MCMC's normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m. Mountain Time). Contractor shall provide written status reports at intervals specified by MCMC's Coding Supervisors.

3.i Provide MCMC with monthly analytical reports, delivered no later than the 10th calendar day of the following month, including at minimum:

- Total volume of records coded, by patient type and service line
- Planned versus actual coding volume, with percentage deviations
- Contract utilization (burn rate) — planned versus actual, with deviation analysis
- Volume of records returned for physician/provider query, by service line and query type
- Records held pending documentation completion, with aging summary
- Case Mix Index (CMI) trend for inpatient and outpatient populations (where calculable)
- Denial activity attributable to coding (if applicable and reportable within the period)
- Any additional analytical reports as mutually agreed upon by MCMC and Contractor

Note: CMI reporting has been added to align with the CY 2026 OPPS requirement for hospitals to track and report quality and accuracy data. CAH inpatient CMI tracking supports cost report accuracy and benchmarking.

3.j Coordinate all communications and record exchanges with MCMC using HIPAA-compliant, encrypted transmission methods. All electronic exchange of PHI must utilize a method meeting NIST SP 800-111 encryption standards (or equivalent) and be covered under the executed BAA between MCMC and Contractor. No unencrypted email, consumer-grade file sharing, or unsecured FTP shall be used for PHI exchange.

SECTION 4 – QUALITY ASSURANCE

Contractor shall maintain a formal, documented Quality Assurance (QA) program meeting or exceeding the following minimum standards:

4.a Contractor shall conduct a monthly QA audit of a minimum of ten (10) randomly selected coded records per assigned coder and submit results to MCMC's designated Inpatient Coding

Supervisor and Outpatient Coding Supervisor no later than the 10th calendar day of the following month. The audit sample shall include a representative mix of inpatient and outpatient record types proportional to each coder's workload.

4.b Each contracted coding staff member shall be audited monthly; results shall be submitted monthly to the Inpatient and Outpatient Coding Supervisors in a standardized report format mutually agreed upon at contract execution.

4.c Contractor shall maintain a minimum 95% accuracy rate for all coders for the duration of the Agreement. Accuracy shall be calculated using an element-based methodology consistent with AHIMA and ACDIS standards, measuring correct principal diagnosis, secondary diagnoses (HCC-mapped and non-HCC), principal procedure, secondary procedures, DRG/APC assignment, and modifier assignment as applicable to the record type.

4.d When a contracted coding staff member does not meet the 95% accuracy standard, Contractor shall:

4.d.i Provide targeted coding education to the staff member within ten (10) business days of the failing audit result;

4.d.ii Document in writing: the specific errors identified (by record, code, and error type); the education provided (topic, resource, format, and date); and the plan for follow-up verification;

4.d.iii Submit a written corrective action summary to MCMC's Coding Supervisors within fifteen (15) calendar days of the failing audit;

4.d.iv Detail the process for reassignment or removal from MCMC accounts of any contracted coding staff who fails to achieve the 95% accuracy standard in two (2) consecutive monthly audits following documented remediation;

4.d.v MCMC reserves the right to engage an independent third-party coding audit firm at any time, at MCMC's expense, to conduct concurrent or retrospective audits of records coded by Contractor. Contractor agrees to cooperate fully with any such audit and to provide requested records and documentation within five (5) business days of written request.

4.d.vi Failure to maintain the QA process as described in this Section, or failure to submit required QA reports within the specified timeframes, shall constitute material breach and shall be sufficient grounds for contract termination pursuant to Section 7 (Termination for Cause).

SECTION 5 – CODING CHALLENGE AND FINANCIAL ASSURANCE

5.a In any case where a third-party payer audit, RAC audit, MAC review, OIG investigation, or MCMC internal audit challenges the accuracy of a diagnosis code, procedure code, DRG, or APC assignment made by Contractor, Contractor shall, within ten (10) business days of written notification by MCMC: (i) conduct a thorough review of the challenged record and coding rationale; and (ii) provide MCMC with a written clinical coding rationale, citing applicable official coding guidelines, Coding Clinic guidance, CPT® Assistant, or other authoritative reference, for use in any appeal of such challenge.

5.b For any audit challenge that results in a confirmed overpayment recovery ('take-back') from MCMC due to revision or rejection of codes assigned by Contractor — where it is determined that the error was attributable to Contractor's coding — Contractor shall refund to MCMC the coding fee attributable to that record within thirty (30) calendar days of written notification of the final audit determination. Contractor's liability under this Section shall not apply to challenges resulting from provider documentation deficiencies, payer policy changes applied retroactively, or errors in MCMC's charge master.

Note: Given the CY 2026 OPPS finalization of site-neutral payment policies and the elimination of the Inpatient-Only (IPO) list for multiple procedure categories, coders must apply heightened diligence in outpatient vs. inpatient setting determination and APC assignment. Incorrect APC assignment represents a heightened audit risk in 2026.

SECTION 6 – ACCESS BY GOVERNMENT OFFICIALS

In compliance with 42 U.S.C. §1395x(v)(1)(i), Contractor agrees that, until the expiration of seven (7) years after the furnishing of any services pursuant to this Agreement (extended from four (4) years to align with OIG and False Claims Act statute of limitations best practices), Contractor shall make available, upon written request by the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives, the books, documents, and records of Contractor that are necessary to certify the nature and extent of costs for services rendered under this Agreement.

If Contractor subcontracts with any person or entity related to Contractor who performs services pursuant to this Agreement, then such subcontractor's books, documents, and records that are reasonably necessary to verify the nature and extent of costs to Contractor and MCMC of services rendered by any such subcontractor shall likewise be made available to the Secretary. This obligation expressly includes offshore subcontractors.

Note: The retention period has been extended to seven (7) years as a best practice recommendation aligned with OIG guidance and False Claims Act whistleblower provisions. The original four (4)-year minimum under 42 U.S.C. §1395x(v)(1)(i) remains the regulatory floor; seven (7) years is the recommended operational standard.

SECTION 7 – COMPLIANCE WITH LAW

The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with all applicable federal, state, and local laws and regulations, including without limitation: the Medicare and Medicaid anti-fraud and abuse provisions; the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)); the Physician Self-Referral Law (Stark Law, 42 U.S.C. §1395nn); the False Claims Act (31 U.S.C. §§3729-3733); HIPAA and HITECH; and applicable New Mexico state statutes governing healthcare providers and contractors. Notwithstanding any unanticipated effect of any provision hereof, neither Party shall engage in any conduct constituting a violation of applicable law.

Both Parties agree to renegotiate any provision of this Agreement that is found to be inconsistent with applicable law, or to terminate the Agreement if renegotiation is not feasible, in order to ensure continued compliance. Contractor shall maintain and make available upon request its OIG exclusion status, current SAM.gov registration, and any applicable state licensure.

Note: References to the False Claims Act and Anti-Kickback Statute have been made explicit, reflecting current OIG and CMS enforcement priorities for coding services agreements.

SECTION 8 -HIPPA & PRIVACY COMPLIANCE

MCMC is a covered entity under 45 CFR §160.103. Contractor, as a Business Associate as defined under 45 CFR §160.103, must execute a Business Associate Agreement (BAA) compliant with 45 CFR §164.504(e) prior to receiving any PHI. Contractor and any downstream subcontractors must comply with all applicable provisions of HIPAA (as amended by HITECH), including the Privacy Rule (45 CFR Parts 160 and 164, Subparts A and E), the Security Rule (45 CFR Parts 160 and 164, Subparts A and C), and the Breach Notification Rule (45 CFR Part 164, Subpart D).

Contractor shall report to MCMC's Privacy Officer any actual or suspected breach of unsecured PHI without unreasonable delay and no later than sixty (60) calendar days after discovery, consistent with 45 CFR §164.410. Contractor shall cooperate fully with MCMC in any breach investigation, notification process, and corrective action.

Contractor shall participate in MCMC's Performance Improvement/Quality Assurance program as required by MCMC administration.

SECTION 9 - TECHNICAL SPECIFICATIONS

9.1 Organizational Experience

Offerors must provide the following in their proposal submission:

9.1.a A narrative description of corporate experience with comparable healthcare clients, including state government, rural hospitals, and Critical Access Hospitals. The experience of all proposed subcontractors (including offshore entities) must be described. The narrative must document how the Offeror has provided expertise under comparable Medical Coding Services contracts, including depth of experience, specialty coverage, and knowledge of CAH-specific coding and reimbursement nuances.

9.1.b The number of Medical Coding Services contracts initiated in the prior two (2) years, and the percentage of total business revenue derived from Medical Coding Services engagements.

9.1.c Descriptions of at least two (2) project successes and two (2) project challenges or failures from Medical Coding Services engagements, including the circumstances, outcomes, and specific improvements made to the Offeror's services as a result.

9.1.d A description of any pre-discovery or pre-coding assessment methodology used prior to beginning coding services (e.g., documentation gap analysis, charge capture review, CDI assessment).

9.1.e A description of any technology-enabled coding solutions offered, including use of computer-assisted coding (CAC) tools, natural language processing (NLP), AI-assisted code suggestion, or other health information technology. Offeror must describe any AI or automated coding tools and confirm that all AI-suggested codes are reviewed and approved by a credentialed human coder prior to submission.

Note: Per AHIMA's position on AI-assisted coding: automated code suggestions are not a substitute for credentialed human coder review. Any AI-assisted coding workflow must include a human-in-the-loop review step for compliance purposes.

9.1.f A description of any resource toolkits, coding reference libraries, or output reporting platforms available to support MCMC's reporting requirements under Section 3.i, including system compatibility with Cerner Community Works.

9.1.g A description of the Offeror's internal QA/Audit Program, including audit methodology, sampling strategy, accuracy calculation method, and escalation protocols. The program description must address how accuracy rates are tracked, trended, and reported.

9.1.h A description of the continuing education program provided to coders and auditors, including: annual CEU compliance tracking; training on annual ICD-10-CM/PCS updates (FY updates effective October 1 and any mid-year releases); annual CPT® update training; payer-specific (including Novitas Solutions Jurisdiction H) policy education; and any specialty-specific coding education relevant to CAH operations.

9.2 Organizational References

Offerors shall provide a minimum of three (3) business references from comparable Medical Coding Services engagements for private, state, or large local government healthcare clients within the prior three (3) years. Reference contacts must submit the Reference Form (Appendix F) directly to the designated MCMC Procurement Manager on or before the deadline specified in the solicitation. Incomplete or late references may adversely affect the Offeror's evaluation score.

Each reference submission shall include:

9.2.a Client organization name and type (e.g., CAH, rural hospital, physician group);

9.2.b Description of services provided and service lines coded;

9.2.c Contract start and end dates (or notation of ongoing engagement);

9.2.d Technical environment, including EHR/EMR platform(s), coding software, and data transmission methods;

9.2.e Names of staff assigned to the reference engagement who are also proposed for this contract;

9.2.f Client project manager name, phone number, and email address.

MCMC's Evaluation Committee reserves the right to contact all listed references and may conduct joint verification calls in accordance with applicable procurement procedures. MCMC additionally reserves the right to consider any credible information regarding Offeror performance available from sources outside the submitted references.

9.3 Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members as identified by the Evaluation Committee, including supervisory credentialed coders proposed for MCMC accounts. The Evaluation Committee may require an oral presentation of the proposal to allow for clarifying questions and demonstration of coding knowledge, quality assurance methodology, and technology capabilities.

9.4 Mandatory Specifications

The following specifications are mandatory and non-negotiable. Offerors who cannot meet all mandatory specifications shall not be considered for award.

9.4.1 Remote-Based Certified Coding Specialists for Critical Access Hospital Coding. Contractor must provide remote-based coding professionals with active, current credentials issued by AHIMA (CCS, CCS-P, RHIA, RHIT, or CDIP) or AAPC (CPC, CIC, or equivalent), with demonstrated, extensive knowledge of both ICD-10-CM and ICD-10-PCS coding of diagnoses and procedures. Coding practices must comply with the current AHIMA Standards of Ethical Coding, applicable Official Coding Guidelines, AAPC Code of Ethics, and all applicable CMS coding and billing rules. All credentialed staff must maintain active credentials through compliance with their respective organization's continuing education and recertification requirements (AHIMA: 20-30 CEUs per two-year cycle depending on credential; AAPC: 36 CEUs per two-year cycle for CPC).

9.4.2 Comprehensive Service Line Coverage. Contractor must demonstrate the ability to provide accurate, timely medical coding services across all of the following service lines and patient types applicable to MCMC:

- Physician and mid-level provider professional fee (Rural Health Clinic)
- Cardiology — outpatient diagnostics, interventional procedures
- Radiology — diagnostic imaging and interventional radiology
- Neurology — outpatient evaluations and procedures
- Pediatrics — inpatient and outpatient
- Infectious Disease — inpatient and outpatient
- Ancillary Services — therapy, laboratory, respiratory
- Internal Medicine and Primary Care
- Pathology — anatomic and clinical
- Anesthesia — inpatient and outpatient surgical procedures
- Oncology and chemotherapy/immunotherapy administration
- Emergency Department coding (facility and professional fee)
- Gastroenterology — endoscopy and GI procedures
- Surgical Services — general and specialty outpatient and inpatient
- Rural Health Clinic — physician and advanced practice provider services
- Critical Access Hospital — inpatient acute care, including CC/MCC capture and CMI optimization
- Observation Services (OBS)
- Obstetrics (OB) and Newborn
- Swing Bed / Skilled Nursing Facility level of care
- Occupational Health / Black Lung services

9.4.3 Quality Assurance and Reporting. Contractor must have a formal, documented QA/audit program meeting the standards specified in Section 4, with the ability to produce all monthly analytical reports specified in Section 3.i. Contractor must confirm compatibility with Cerner Community Works for coded data entry and report generation.

9.4.4 Start Date. Vendor must be able to begin full operations by July 1, 2026

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B. BUSINESS SPECIFICATIONS

1. Financial Stability (REQUIRED- PASS/FAIL)

Offerors must submit copies of the most recent years independently audited financial statements, 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 must still provide unaudited financial statements for the preceding three years to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Letter of Transmittal Form (REQUIRED- PASS/FAIL)

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.

3. Campaign Contribution Disclosure Form (REQUIRED- PASS/FAIL)

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)

4. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by per code. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

5. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX G) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

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.

Factors – *correspond to section IV.B and IV C*	**Points Available**
B. Technical Specifications	(must total 100% of available points)
B. 1. Organizational Experience	150
B. 2. Organizational References	50
B. 3. Oral Presentations	100
B. 4. Mandatory Specification	350
.	
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Performance Bond	**N/A**
C.3. Letter Of Transmittal	Pass/Fail
C.4. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.5. Cost	350
TOTAL	**1,000 points**
C.6. New Mexico Preference - Resident Vendor Points per Section IV C. 2	
C.6. New Mexico Preference - Resident Veterans Points per Section IV C.2	

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response

2. B.2 Organizational References (See Table 1)

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

3. B.3 Oral Presentation (See Table 1)

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

4. B.4 Mandatory Specifications

Points will be awarded based on the extensive knowledge in ICD9, ICD10 and CPT coding of diagnoses and procedures in accordance with the American Health Information Management Association (AHIMA), American Association of Professional Coders (APPC), American College of Medical Coding Specialist(ACMCS) and the type and level of maintenance of ICD9, ICD10 and CPT Coding.

Points will be awarded based on the medical coding services for physician, Cardiology, Radiology Services, Neurology, Pediatrics, Infectious Diseases, Ancillary Coding Services, Internal Medicine, Pathology, Anesthesia, Oncology, Emergency Room Coding Services, Gastroenterology, Surgical Coding Services, Rural Health Clinic, Critical Access Hospital and ancillary patient episodes with a quality assurance process in place for accurate coding to generate monthly reports, including volume by patient types, planned and actual volume, volume % deviations, planned and actual contract burn rates and contract burn deviation to the Agency that each Offeror provides.

Points will be awarded based on the ability to start on November 1, 2023

5. C.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

6. C.2 Performance Bond (See Table 1)

N/A.

7. C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

9. C.5 Cost (See Table 1)

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

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$$

10. C.6. **New Mexico Preferences**

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

A. **New Mexico Business Preference**

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

.

B. **New Mexico Resident Veterans Business Preference**

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than $1M (prior year revenue)
- 8% for more than $1M but less than $5M (prior year revenue)
- 7% for more than $5M(prior year revenue)

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 information 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

MEDICAL CODING SERVICES
26-662-0100-00014

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 via email to the Procurement Manager no later than May 1, 2026 BY 4:00 PM MST/MDT. 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.

Valorie Garcia, Procurement Manager
MEDICAL CODING SERVICES RFP# 26-662-0100-00014
203 Hospital Drive
Raton, NM 87740

E-mail: valorie.garcia1@mcmc.nm.gov

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.

______________________________ ______________________________
Signature Date

____
Title (Position)

APPENDIX C

SAMPLE CONTRACT- with SOW as provided in specifications

STATE OF NEW MEXICO

(NAME OF AGENCY)
PROFESSIONAL SERVICES CONTRACT #________________________

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NAME OF AGENCY**, hereinafter referred to as the "Agency," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.
The Contractor shall perform the following work:

2. Compensation.
A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of ______________ dollars ($__________) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

(—OR—)

(CHOICE – MULTI-YEAR)

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____________ dollars ($___________) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

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

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

3. Term.

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

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. <u>Assignment.</u>

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

8. <u>Subcontracting.</u>

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

9. <u>Release.</u>

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

10. <u>Confidentiality.</u>

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

11. <u>Product of Service -- Copyright.</u>

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. <u>Conflict of Interest; Governmental Conduct Act.</u>

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

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

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any

Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

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

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

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

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

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

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

22. Invalid Term or Condition.

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

23. <u>Enforcement of Agreement.</u>

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

24. <u>Notices.</u>

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

To the Agency:

[insert name, address and email].

To the Contractor:

[insert name, address and email].

25. <u>Authority.</u>

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

By: ____ Date:_____________

Agency

By: ____ Date:_____________

Agency's Legal Counsel – Certifying legal sufficiency

By: ____ Date:_____________

Agency's Chief Financial Officer

By: ____ Date:______________
Contractor

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

ID Number: **00-000000-00-0**

By: ____ Date:______________
Taxation and Revenue Department

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: ____ Date:______________
GSD/SPD Contracts Review Bureau

APPENDIX D

COST RESPONSE FORM

Description	Type	Quantity	Cost per code

**Hourly rates per code will also be accepted

Description	Type	Rate per hour	

Base Period: (xx/xx/xxxx thru xx/xx/xxxx) Price: $
(includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section I, para C, (as amended by any current RFP amendments for the period specified above)

Option Year 1: (Contract Start Date thru 06/30/2027) Price:$__________________

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section I, para C, (as amended by any current RFP amendments for the period specified above)

Option Year 2: (07/01/2027 thru 06/30/2028) Price:$__________________

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section I, para C, (as amended by any current RFP amendments for the period specified above)

Option Year 3: (07/01/2028 thru 06/30/2029) Price:$_________________

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section I, para C, (as amended by any current RFP amendments for the period specified above)

Option Year 4: (07/01/2029 thru 06/30/2030) Price:$_________________

(includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section I, para C, (as amended by any current RFP amendments for the period specified above)

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

RFP#:_26-662-0100-00014
Offeror Name: ___________________________________
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.

____ ____________________, 2026
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F

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: Valorie Garcia, Procurement Manager, 203 Hospital Drive, Raton, NM 87740 by May 26, 2026 or emailed to: valorie.garcia1@mcmc.nm.gov 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 # 26-662-0100-00014
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, Miners' Colfax Medical Center e-mail at:

Name: Valorie Garcia, Procurement Manager
Address: 203 Hospital Drive
Raton, NM 87740

Telephone: 575-445-7791
Fax: 575-383-3357
Email: valorie.garcia1@mcmc.nm.gov

no later than May 26, 2026 and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Miners' Colfax Medical Center Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

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

QUESTIONS:

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

2. How would you rate this firm's knowledge and expertise?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   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: