

NEW MEXICO HIGHLANDS UNIVERSITY

REQUEST FOR PROPOSAL #24-010

Student Health Center

NGIP: 94847

<p>New Mexico Highlands University is seeking proposals for on-campus student health center and behavioral health services for New Mexico Highlands University’s Patients. The services provider will, at a minimum, provide all labor, employee benefits, payroll taxes, workers compensation insurance, malpractice insurance, health service supplies, health clinic furnishings, equipment, office supplies and other supplies and services required to establish and operate an on-campus health and behavioral health center on the New Mexico Highlands University campus as defined within this RFP and subsequent addenda.</p>			
<p>Date Request for Proposal June 17, 2024 Issued June 17, 2024</p>		<p>Date and Time Request for Proposal Is Due: July 23, 2024 Prior to 2:00 pm local time on</p>	
<p>NMHU Point-of-Contact(s): Ms. Jennifer Madrid Director of Purchasing Ms. Paula Bustamante Buyer</p>	<p>Email: rfp@nmhu.edu</p>	<p>Phone Number: (505) 454-3053</p>	<p>Fax Number: (505) 454-3109</p>

RFP CONDITIONS

New Mexico Highlands University (hereinafter called “NMHU”) is seeking responses (hereinafter called “Proposal”) for the services as requested in this Request for Proposal Number 24-010, its attachments and subsequent addendums (hereinafter called “RFP”). You/your firm’s (hereinafter called “Offeror”) Proposal is to provide responses to all of the requirements set forth within the RFP.

NMHU may accept Proposals, in whole or in part that most closely meets all the criteria described herein. NMHU reserves the right to cancel this RFP in whole or in part at any time if it is in its best interests of the University and/or if the State appropriation for this project to the university does not transpire. An award will be based on several weighted criteria, as provided herein. Proposals may not be withdrawn from Offeror for ninety (90) calendar days after the actual date of the closing.

For definitions or clarifications to terms, refer to Section VII of this document.

ACCEPTANCE OF TERMS AND CONDITIONS OF RFP FORM

During the period of offer, your point of contact (hereinafter called “POC”) will be limited to the NMHU Purchasing Department. Jennifer Madrid, Director and Paula Bustamante, Buyer, have been designated as the contact persons for this RFP. No Offeror may contact any NMHU employee, officer or member of the Board of Regents other than Ms. Madrid and Ms. Bustamante or their designee regarding this RFP through the date of the execution and award of the Contract. Any Offerors who make such unauthorized contact shall be deemed to have violated the terms and conditions of this RFP and Offeror’s Proposal may be rejected as a result. Questions regarding the RFP should be submitted in writing via email to the POC at rfp@nmhu.edu Any question, statement or response from the POC or other individual from NMHU that is not submitted and responded to in writing will not be incorporated into the Contract, RFP & attachments and addendums. NMHU will not be responsible for any misinterpretations, discrepancies or contradictory information that Offeror may claim if correspondences for clarification are not submitted to and received in writing. Every effort will be made to respond to your questions within a timely manner. The question(s) and response(s) will be shared with all Offerors, with personal information removed to ensure anonymity.

By signing below, Offeror signifies that he understands all of the terms and conditions of this RFP, its Attachments and all subsequent addendums and agrees to cause himself/herself or his/her firm to be bound by them. Only an authorized agent of the Offeror’s company may sign this document.

Name of Firm Tax Identification No.

Authorized Representative Name Title

Signature Date

Provide point of contact of Offeror:

Name Title

Mailing Address

Telephone Number(s)

Fax Number

Email Address

SECTION I GENERAL INFORMATION

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PROPOSAL SCHEDULE

ALL DATES AND TIMES ARE SUBJECT TO CHANGE

Issuance of RFP	June 17, 2024
Last Day to Submit Requests for Clarification	To be received by 12:00 pm on July 08, 2024
Site Visit	June 27, 2024 at 9:00 am
Proposal Submittal Deadline	Prior to 2:00 pm on July 23, 2024
Evaluations of Proposals	TBA
Presentations (if necessary)	TBA
Notice to Proceed with Negotiations	TBA
Award of RFP and Execution of Contract	TBA
Commencement of Services	Date of execution of Contract or August 07, 2023, whichever is later
Protest Deadline	15 days after award or knowledge of facts pertaining to protest.

SECTION II PURPOSE AND SPECIFICATIONS

This RFP is seeking offers for on-campus student health center (hereinafter called “Health Services”); for NMHU’s Patients.

The services provider(s) will, at a minimum, provide all labor, employee benefits, payroll taxes, workers compensation insurance, malpractice insurance, health service supplies, health clinic furnishings, equipment, office supplies and other necessary requirements to provide the services they are proposing.

SECTION III SCOPE OF WORK

SITE LOCATION

- A.** The Health Center will be located on the NMHU main campus in Las Vegas, NM and is currently housed within the northeasterly corner of the Stu Clark building located at postal address 903 Baca Avenue, Las Vegas, New Mexico;
- B.** NMHU may move the location of the facility in the future if it deems the move necessary. If moved at NMHU’s choice, NMHU will be responsible for all reasonable costs associated with the move. If the successful Proposer requests the move the successful Proposer may be responsible for all or most of the costs associated with the move; and

1. Facility Description

- a. Reception area capable of holding up to fifteen (15) patients;
- b. Two (2) private examination rooms;
- c. One (1) gender neutral restroom;
- d. One (1) nurses station;
- e. One (1) administrative office;
- f. One (1) counseling/therapy office
- g. Local telephone service;
- h. Utilities (electrical, gas, water, sewage, refuse); and

- i. Internet connectivity (at the expense of the successful Proposer).

3.2 FACILITY USE

Use of the Health Center will be restricted to currently enrolled NMHU students, their legal dependents and faculty and staff (hereinafter, collectively called “Patient”). Upon request, NMHU will provide the Health Center with a list of students, staff and faculty. Determination of dependents will be the responsibility of the provider.

3.3 HOURS AND DAYS OF OPERATION

It is expected that the Health Center will be open for forty (40) per week during the Fall and Spring Semesters and forty (40) hours per week during the Summer Semester (an academic calendar is attached as Appendix A). Summer semester can be revised and agreed upon by both parties depending on utilization. The Health Center will be open when classes are in session and other times when necessary to ensure continuance of care for Patients. When the Health Center is closed Patients may use the Alta Vista Regional Hospital, located at 104 Legion Dr, Las Vegas, New Mexico or may be referred to another medical provider by the Health Center.

3.4 SERVICES OFFERED

A. Health Center Services

1. Services shall consist of primary care, obstetrical/gynecological, health education, internal medicine, individual and group behavioral health and counseling, and case management. Regular Services shall also include medication prescription discounts for a minimum of fifty percent (50%) off retail price at as many local pharmacies as possible (not less than two [2] pharmacies) and device discounts;
2. Provide a detailed description of all Services that will be offered at the Health Center, including virtual options. List all benefits and limitations to the Services; and

3. Provide a list of all furnishings, equipment and supplies your company will supply the Health Center during the entire term of a Contract with NMHU.

B. Emergency Services

1. Health Center or self-referrals shall consist of all services obtained outside of the Health Center office hours or facility;
2. Provide in your Proposal a detailed description of all of the emergency services that you will offer. Provide the location(s) where these services may be performed; and
3. Include a copy of your current contract with other providers that are involved with the delivery of these emergency services. State if you do not currently have a current contract with other health services provider(s) and provide a complete description of your proposed arrangements for the delivery of emergency services including the name and location of the possible health service provider(s). Prior to contracting with NMHU the successful Proposer must have finalized the agreement(s).

C. Additional Services and Discount Rate(s) Available

1. Include information on additional services your company can provide and the costs for those services; and
2. If your company is willing to offer discounts for any services or group of services include them within the Proposal.

3.5 STAFFING

A. Staffing Levels

NMHU will require, during business hours, the minimum staffing level of:

1. One (1) nurse practitioner (graduate of an accredited educational institution) and/or physician's assistant;

2. Receptionist/office manager;
3. One (1) behavioral health therapist or counselor (graduate of an accredited educational institution and license in the state of New Mexico; and
4. One (1) medical provider (graduate from an accredited medical school) Who can provide integrated care with behavioral health care provider (i.e. prescribe and provide care for individuals with psychiatric needs, Etc.)
for:
 - a. No less than four (4) hours per week during semesters; and
 - b. During break period and summer sessions at a minimum of two (2) days per week for one (1) hour per day.

B. Descriptions

For all staff described in this **Section 3.5:**

1. Provide a description of the staffing hours per week by position by day of the week; and
2. Provide resumes of past experience and references of past employment for all medical and support staff.

SECTION IV GENERAL TERMS AND CONDITIONS

4.1 PRE-PROPOSAL CONFERENCE

- A. A non-mandatory pre-proposal conference will be held for prospective Proposers to view the Health Center facilities and to ask for clarification of the RFP.
- B. The conference will be held on Monday, June 27, 2024 at 9:00 am local time on the NMHU main campus located in Las Vegas, NM. It will be held at the Health Center located at 903 Baca Avenue, Las Vegas, New Mexico.
- C. Additional requests for clarifications can be made following this conference; however, they must be received by the POC at Purchasing@nmhu.edu no later than Friday, July 05, 2024 at 5 pm.

4.2 PRESENTATIONS

- D. NMHU may choose to invite Proposers to make a presentation and answer questions asked by the search committee or others that NMHU deems appropriate. NMHU reserves the right to invite as many Proposers that are in its best interest. Prior to the presentations NMHU may, with adequate time, specify requirements for the presentation and anything that is allowable and unallowable to present and discuss. All costs associated with providing presentations will be borne on the Proposer.

4.3 PERIOD OF PERFORMANCE

- E. A. The initial term for the Contract will be for four (4) years as of the Effective Date of the subsequent Contract;
- F. B. The Contract may be extended if such renewals are mutually agreed to and found to be in the best interest of NMHU;
- G. C. Renewals are to be in one (1) year increments and are not to exceed four (4) renewal years. The Contract shall not exceed ten (10) years including all renewals; and
- H. D. Renewals must be mutually agreed upon and made in writing.

4.4 INFORMATIONAL DATA

- I. This Section provides
- J. (we will add figures, such as student #s, dependent #s, past year fees paid to El Centro and request from El Centro figures for # of visits.) (The contract was \$200,000 for the year of service. There was not a defined fee per student. Also, they cannot track dependent visits.)

4.5 BUSINESS PROPOSAL SUBMITTALS

- K. In addition to information requested within other Sections of this RFP, Proposer is to provide responses to the requests in this Section, referenced by number and in the following order:
 - L. A. Summary of Prior Experience
 - M. The selected Proposer must show extensive experience provided the Services requested within this RFP. Proposer's Statement of Qualifications should include:
 - N. 1. Summary of the Proposer's company history and structure;
 - O. 2. Names and experience of top management;
 - P. 3. Names and experience of manager(s) of the NMHU Health Center;
 - Q. 4. Relevant experience of medical and behavioral health personnel and services staff at health centers or facilities your company has or is currently servicing: including the term (start to finish), a detailed description services offered and location of the health center(s)/facility(ies);
 - R. 5. If any of the medical professionals to be involved with the Services at the Health Center have been previously fined or suspended or debarred or their license revoked, your Proposal must provide specific information on such discipline. By not providing this information your Proposal may be rejected or any subsequent Contract may be terminated and NMHU will not be liable for any damages or anticipated profits or losses due to the successful Proposer for the termination of the contract;
 - S. 6. If you company has been a party to litigation over the past five (5) years or is currently a party to litigation, your Proposal is to include the case number, jurisdiction of the case, a brief explanation (explanation if possible) and if concluded, the results;

- T. 7. Contact references of at least four (4) current and/or recent customers: including company name and location, contact name, contact number, term (start to finish) and a brief description of the services offered to the customer;
- U. 8. Specific experience that would further convey Proposer's qualifications for this RFP; and
- 9. Three (3) most recent years of financial statements from the Proposer's business (for confidentiality see Note below).

Note: Documents which should be considered 'Confidential' in accordance with the Inspection of Public Records Act, §14-2-4 N.M.S.A. 1978 (hereinafter called "IPRA"), should be clearly labeled 'Confidential' on the top or bottom of each page. NMHU is required by law to comply with the IPRA.

4.6 PRICE

The Proposer is to provide the Health Services and Behavioral Health Services outlined in this RFP in accordance with the following fee arrangement:

A. Fixed-Fee

1. A Fixed-Fee per semester which shall be mandated for main campus students. Staff and faculty can access the Health Center as a primary care provider, but their medical insurance will be billed. NMHU will be responsible for billing and collecting this fee from Patients which will be paid to the successful Proposer as the Fixed-Fee; and This Fixed-Fee is to include all services for the Health Services and Behavioral Health Services.

B. Other charges

Provide a list of any other charges that would be assessed to either NMHU or the Patients for health care offered for:

1. Standard health services;
2. Standard behavioral health services;
3. Emergency health services; and
4. All other services specified within your Proposal.

C. Payment Acceptance Options

Specify types of acceptable payments, such as:

1. Aid to Families with Dependent Children (AFDC);
2. Medicaid for Patients and their children;
3. Third-party coverage providers accepted; and
4. Other payment options.

D. Sliding Fee Schedule

1. If any services to Patients will be subject to a “sliding fee schedule” provide the schedule with a description of each service along with the fee; and
2. On a quarterly basis the successful Proposer is to report to NMHU all income earned from Services provided under the sliding fee scale arrangement.

E. Additional Services

Services not specified in your Proposal, but prescribed or diagnosed at the Health Center will be provided to Patients by the successful Proposer regardless of the Patient’s ability to pay.

F. Method of Payment

1. Payments Due from NMHU

NMHU shall pay the successful Proposer on a monthly basis. The successful Proposer shall submit to NMHU an invoice at the beginning of each calendar month. NMHU shall submit to the successful Proposer payment within ten (10) business days. For periods of performance less than one calendar month, payment will be made on a prorated basis.

2. Payments Due from Patients

Any payments due from Patients to the successful Proposer shall not be in any manner the responsibility of NMHU. This includes payment due, collection, contacting or providing personal or non-personal contact information.

4.7 INSURANCE

Without limiting any liabilities or any other obligation of Offeror, Offeror shall purchase and maintain (and cause its sub-offerors to purchase and maintain), in a company or companies lawfully authorized to do business in the state of New Mexico, and rated at least A- VII in the current A.M.

Best's, the minimum insurance coverage as follows:

- a. Offeror will be required to maintain at Offeror's cost, the minimum following insurance coverage for the duration of this contract and shall provide a Certificate of Insurance, listing NMHU as additional insured with the following language: "New Mexico Highlands University (NMHU) is named as an additional insured for NMHU Request for Proposal Number 24-010
- b. Workers' Compensation insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury or occupational disease (including death) as required by the State of New Mexico and Employer's Liability Insurance for Five hundred thousand dollars (\$500,000) (not applicable if Offeror has no employees);
- c. One million dollars (\$1,000,000) in Commercial General Liability Insurance, per occurrence, with Two million dollars (\$2,000,000) in the general aggregate and products/completed operations aggregate. The policy shall include coverage for bodily injury liability, personal injury, advertising injury and property damage, including product liability insurance. Coverage shall not include a contractual liability exclusion. Where applicable, the policy shall include coverage for the hazards commonly referred to as "XCU.";

4.8 REQUIRED AND INFORMATIONAL FORMS

- A. The following are to be completed and submitted with your Proposal:
 1. Acceptance of Terms and Conditions of RFP Form (page 2 of this RFP);
 2. Addendum Acknowledgement Form (Attachment 1);
 3. Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 2);

4. New Mexico Business Preference Form, if applicable (Attachment 3); and

5. Resident Veterans Preference Certification Form, if applicable (Attachment 4).

B. Informational Document

1. Advertisement (Attachment 5);

2. Draft Contract (Attachment 6); and

3. Appendix A – Academic Calendar for the Fall 2016 through Summer 2020 semesters.

1. GOVERNING LAW

This RFP, its attachments, subsequent addenda and the resultant contract and/or purchase order will be interpreted and governed by the Laws of the State of New Mexico.

2. USE OF CONTRACT

New Mexico law allows other governmental entities within the State of New Mexico to contract, in accordance with §13-1-129 NMSA 1978, for services with the Contractor under the terms contained in the Agreement. Should that occur, NMHU will not be a party to any engagements entered into pursuant to this paragraph. Contractual engagements accomplished under this provision will be solely between the Contractor and the subject governmental entity.

SECTION V EVALUATION COMPONENTS

This section of the RFP contains specifications and other relevant information to be used by Offerors in preparation of their Proposal. Award of a Contract will not be based solely on cost.

Offerors shall ensure that all the information required herein be submitted with their Proposal. All information provided should be verifiable by documentation requested by NMHU. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the Proposal or rescission of a Contract. Offerors are encouraged to provide any additional information describing any additional abilities.

All responsive Proposals will be reviewed independently by each member of the evaluation committee. Their evaluations will be based on the Proposal as a whole and will be scored solely on the requirements, data, information and related responses to the RFP.

SELECTION CRITERIA

All Proposals shall be reviewed for compliance with the mandatory requirements as stipulated within this RFP and procurement statutes. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted criteria. There is a maximum number of one-hundred (100) points that may be awarded.

<u>Description</u>	<u>Weight</u>
<u>Company Personnel:</u>	15%
State the name, the title or position, and telephone number of the individuals who would have primary responsibility for the contract resulting from this RFP. Disclose who within the firm will have prime responsibility and final authority for the work under this contract. Attach a current resume for each individual.	
<u>Experience:</u>	35%
Indicate the experience the respondent has in the area described in the scope of work and as related to this RFP. Describe any additional experience that would substantiate and enhance the qualifications of the respondent in regard to the performance of a contract resulting from this solicitation. NMHU is interested in the Offeror’s ability to manage large operations that involve multiple stakeholders including the community, other contractors, NMHU and its students.	
<u>References:</u>	20%
Provide a list of at least three (3) references of a size and scope similar to the work described herein that respondent has performed during the last five years. Include a brief description of the project, the contract period, the name of contact person(s) directly involved in the project along with an e-mail address and phone number.	
<u>Cost:</u>	30%
The respondent is to submit a cost to perform all aspects in the Scope of Work inclusive of any applicable taxes or other typical fees.	

Total	100%
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SECTION VI SUBMITTAL PROCEDURES

1 NUMBER OF COPIES

Offeror is to submit six (6) complete copies of their Proposal when submitting through carrier service or in person. Offeror is to submit one (1) copy when submitting through vendorregistry.com

2 COSTS INCURRED

Any cost incurred by the Offeror in preparation, delivery and presentation of any Proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3 INSTRUCTIONS

A.) Instructions

- 1.) Proposals must be received in the NMHU main campus' Central Receiving Department office (800 National Avenue, Las Vegas, NM 87701) by the due date and time as listed on page three (3) of this RFP. If a Proposal is late NMHU shall not accept it. Postmarked or estimated delivery dates issued by carriers will not be accepted as received by NMHU.
- 2.) All Proposals must be submitted in a SEALED envelope. Please write on the outer sealed envelope the following:
"Sealed PROPOSAL #24-010 to be received by 2:00 PM on July 23, 2024."
Failure to mark the sealed envelope may result in the Proposal being opened early or later and/or the Proposal may be declared non-responsive;
- 3.) NMHU is not responsible for Proposals lost during delivery regardless of means of delivery. Proposals may be accepted if received by NMHU staff and not delivered to the Purchasing Department office only when the error was made by NMHU staff. NMHU will make this determination.
- 4.) Faxed and emailed Proposals shall not be accepted.
- 5.) **Proposals will be accepted through vendorregistry.com.**

B.) DELIVERY MAY BE MADE AS FOLLOWS

- 1.) **If via delivery in person:**
New Mexico Highlands University
Post Office – Receiving
Attn: Purchasing Department-RFP #24-010
800 National Avenue
Las Vegas, NM 87701
- 2.) **If via USPS, FedEx, UPS or another carrier:**
New Mexico Highlands University
Post Office – Receiving
Attn: Purchasing Department-RFP #24-010

800 National Avenue
Las Vegas, NM 87701

SECTION VII INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND TERMS

- A.) **Addendum:** a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the RFP. Plural: addenda.
- B.) **Determination:** means the written documentation of a decision of the Purchasing Agent including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- C.) **Offeror:** any person, corporation, or partnership legally licensed to provide professional services in this state who chooses to submit a Proposal in response to this RFP.
- D.) **Purchasing Agent:** means the person or designee authorized by NMHU to manage or administer a procurement requiring the evaluation of proposals.
- E.) **RFP:** means all documents, including attachments, addendums or other documents incorporated by reference which are used for soliciting Proposals.
- F.) **Responsible Offeror:** means a 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 described in the RFP.
- G.) **Responsive Proposal:** means a Proposal which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to; price, quality, quantity or delivery requirements.
- H.) The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor. Failure to comply with a mandatory item or factor may result in the rejection of the Offeror Proposal.
- I.) The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

2. RFP DOCUMENTS

- A.) COPIES OF RFP
 - 1.) A complete set of the RFP shall be used in preparing Proposals; NMHU assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the RFP.
 - 2.) A copy of the RFP shall be made available for public inspection at the Purchasing Office of NMHU.
- B.) INTERPRETATIONS
 - 1.) All requests of clarification about the meaning or intent of the RFP shall be submitted in writing and to the POC. The date listed as the deadline for submitting questions is the date of receipt. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - 2.) Offerors should promptly notify NMHU of any ambiguity, inconsistency, or error, which they may discover upon examination of the RFP.

- C.) **ADDENDA**
 - 1.) Addenda will be mailed, by facsimile or emailed to all who are known by NMHU to have received a complete set of RFPs.
 - 2.) Each Offeror shall ascertain, prior to or with submitting the Proposal, that the Offeror has received all Addenda issued, and shall acknowledge their receipt in the Proposal transmittal letter (Attachment 1).

3. PROPOSAL SUBMITTAL PROCEDURES

- A.) **CORRECTION OR WITHDRAWAL OF PROPOSALS**
 - 1.) A Proposal containing a mistake discovered before Proposal opening may be modified or withdrawn by an Offeror prior to the time set for Proposal opening by delivering written, telegraphic, or electronic notice to the location designated in the RFP as the place where Proposals are to be received.
 - 2.) Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the RFP.
- B.) **REJECTION OR CANCELLATION OF PROPOSALS**

A rejection or cancellation of this RFP may be made in accordance with §13-1-131 N.M.S.A. 1978. NMHU reserves the right to waive irregularities, reject any or all Proposals, cancel this RFP for any reason and at any time, and/or award a Contract that is in its best interests.

4. CONSIDERATION OF PROPOSALS

- A.) **RECEIPT, OPENING AND RECORDING**
 - 1.) Proposals received on time will be opened in the presence of two (2) or more witnesses (NMHU employees), but will not be opened publicly.
 - 2.) The contents of all Proposals shall not be disclosed so as to be available to competing Offerors during the negotiation process.
- B.) **PROPOSAL EVALUATION**
 - 1.) Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of Service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - a.) acceptable, or
 - b.) potentially acceptable, that is, reasonably assured of being made acceptable, or
 - c.) unacceptable (Offeror whose Proposal is unacceptable shall be notified promptly).
 - 2.) NMHU shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the price, quality or quantity of the Services.
 - 3.) If an Offeror who otherwise would have been issued an Award and Contract, is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry

with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror.

4.) Selection Process

- a.) The evaluation of Proposals will be performed by an evaluation committee composed of representatives selected by the NMHU. The committee shall evaluate statements of qualifications and performance data submitted by Offerors in regard to the particular request.
- b.) The committee will, rank in order of their qualifications which are most qualified to perform the required services: and will recommend the finalist(s) for oral presentation to the committee. The committee will determine the schedule for the oral presentations. The top-rated Offerors will then be scheduled to be interviewed by the University Board of Regents. The Board may make recommendation to the Purchasing Director as to selection of Offeror. All costs incurred by Offeror for the oral presentations will be borne on Offeror.

C.) NEGOTIATIONS

Offerors submitting Proposals may be afforded an opportunity for discussion and revision of Proposals. Revisions may be permitted after submissions of Proposals and prior to Award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible Offeror who submit Proposals found to be reasonably likely to be selected for Award.

D.) NOTICE OF AWARD

After Award by NMHU, with reasonable promptness, a written Notice of Award shall be issued by NMHU to the selected Offeror and a letter of non-Award to the unsuccessful Offerors.

ATTACHMENT 1

ADDENDUM ACKNOWLEDGEMENT FORM

ADDENDUM ACKNOWLEDGEMENT

In submitting this Proposal, Offeror represents that he has examined copies of all addenda listed below and has incorporated them into his Proposal:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ATTACHMENT 2

**SUPPLIER CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

Conflict of Interest

- 1.) No employee or Regent of New Mexico Highlands University has a direct or indirect interest in the Contractor or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Regent’s interest is less than one percent (1%) of the Contractor);
- 2.) Contractor neither employs nor is negotiating to employ any NMHU employee or member of the NMHU Board of Regents;
- 3.) Contractor did not participate directly or indirectly in the preparation of specifications upon which the Proposal is made;
- 4.) If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify Legislator(s):
_____;
- 5.) List below the name and social security number of any employee of the Contractor or person assisting in the proposed transaction in any way who was a NMHU employee within the preceding twelve (12) month period; and
- 6.) In accordance with NMHU policy, an award cannot be made to a firm in which current or recent (last twelve [12]) NMHU employees have a controlling interest.

Debarment/Suspension Status

- 1.) The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency; and
- 2.) The Contractor agrees to provide immediate notice to New Mexico Highlands University Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the Proposal but prior to the award of the purchase order or contract.

Certification

The undersigned hereby certifies that he/she has read the above Conflict of Interest and Debarment/Suspension Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Contractor named below.

Signature: _____ Title: _____

Name Typed: _____ Date: _____

Company: _____ City _____

Address: _____ State: _____ Zip _____

ATTACHMENT 3

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections §13-1-28, et seq., N.M.S.A. 1978 and N.M.S.A. 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 (2) years prior to the date on which the Contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the Contractor signs the Contract, if the aggregate total of contributions given by the prospective Contractor, a family member or a representative of the prospective Contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two (2) year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed Award for a proposed Contract pursuant to Section §13-1-181 N.M.S.A. 1978 or a Contract that is executed may be ratified or terminated pursuant to Section §13-1-182 N.M.S.A. 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective Contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed 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 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 of (a) a prospective Contractor, if the prospective Contractor is a natural person; or (b) an owner of a prospective Contractor.

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

“**Prospective Contractor**” means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any:

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

ATTACHMENT 4

NEW MEXICO BUSINESS PREFERENCE

Points will be awarded based on Offeror's ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

In addition, the attached certification form must accompany any RFP and any business wishing to receive a resident veteran's preference must complete and sign the form.

RFP's are to be evaluated on preference as follows:

In addition, to the total points on an RFP, 10% must be added for preference award. For example; an RFP has a total value of 1000 points. Five proposals are received; one from a resident business, one from a resident veteran's business with an 8% preference and three non-resident businesses.

The two preference businesses would receive 50 points and 80 points to their already evaluated score, making it possible for the highest score total 1080.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty or perjury that during the last calendar year starting January 1, and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections §13-1-21 or §13-1-22 N.M.S.A. 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

NM RESIDENT PREFERENCE NUMBER OR RESIDENT VETERANS' PREFERENCE NUMBER (if applicable):

ATTACHMENT 5

RESIDENT VETERANS' PREFERENCE CERTIFICATION FORM

_____ (NAME OF CONTRACTOR/OFFEROR)
hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one only

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty or perjury that during the last calendar year starting January 1, and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections §13-1-21 or §13-1-22 N.M.S.A. 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award of the procurement involved if the statements are proven to be incorrect.

ATTACHMENT 6

**NEW MEXICO HIGHLANDS UNIVERSITY
REQUEST FOR PROPOSAL #24-010
NGIP: 94847**

New Mexico Highlands University is seeking proposals for on-campus student health center and behavioral health services for New Mexico Highlands University's Patients. The services provider will, at a minimum, provide all labor, employee benefits, payroll taxes, workers compensation insurance, malpractice insurance, health service supplies, health clinic furnishings, equipment, office supplies and other supplies and services required to establish and operate an on-campus health and behavioral health center on the New Mexico Highlands University campus as defined within this RFP and subsequent addenda.

A mandatory site visit for the Health Center will be held on **June 27, 2024** at **9:00 a.m.**

All proposals must be received by NMHU's Purchasing Department prior to **2:00 pm** local time on **July 23, 2024**. Proposals received after that time will not be accepted. Proposals will not be opened publicly.

All proposals shall comply with the New Mexico Procurement Code, and applicable federal, State and local laws.

NMHU reserves the right to waive irregularities, reject any or all proposals, cancel this RFP for any reason and at any time, and/or award a contract that is in its best interest. No offeror may withdraw proposal for ninety (90) calendar days after the actual date of the opening.

RFP 24-010 will be available and solicited through Vendor Registry at:
<https://vrapp.vendorregistry.com>.

RFP documents may also be obtained by emailing rfp@nmhu.edu.

To register at Vendor Registry, follow three steps below:

1. www.nmhu.edu/purchasing-department
2. Click "Information for Vendors Link"
3. Click Vendor Registration, complete instructions