

**GENERAL SERVICES DEPARTMENT**

**RISK MANAGEMENT DIVISION**

**Request for Proposals**

**INSURANCE BROKERAGE  
AND  
INSURANCE CONSULTING SERVICES  
PROFESSIONAL SERVICES**



RFP# 24 350 5305 00001

*Release Date: April 1, 2024*

**Proposal Due Date: May 1, 2024**

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# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The General Services Department Risk Management Division (GSD/RMD) administers the statewide insurance purchasing program to purchase multiple lines of insurance for State Agencies. The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from Offerors interested in providing INSURANCE BROKERAGE AND INSURANCE CONSULTING SERVICES to GSD/RMD. The selected offeror will work and collaborate with GSD/RMD in its procurement of insurance policies, reinsurance policies, and excess coverage that best meet the needs of the State. The selected offeror will actively engage with GSD/RMD to analyze coverages needed, secure best options for insurance coverage, communicate regularly with GSD/RMD and attend in-person and virtual meetings to address all insurance coverages and potential exposures.

## **B. BACKGROUND INFORMATION**

The State of New Mexico GSD/RMD was created to protect and conserve the state's human and physical resources and financial assets. The GSD/RMD provides multi-line insurance coverage, loss prevention and control initiatives, dispute prevention and resolution services, and legal defense for the State of New Mexico. GSD/RMD acts as a self-insured carrier providing property and casualty, disability, workers' compensation coverage for 144 entities encompassing coverage for approximately 45,000 employees statewide. GSD/RMD also provides legal defense for state employees from tort claims filed against them while performing job duties associated with their employment with the State and for employment claims made against the State.

## **C. SCOPE OF PROCUREMENT**

The scope of the procurement includes Insurance Brokerage and Consulting services to support GSD/RMD in fulfilling its responsibilities under the law to provide insurance programs for the State. Such services include but are not limited to negotiating directly with insurance providers on behalf of and at the direction of GSD/RMD or supporting GSD/RMD in negotiation planning and execution of policy agreements as requested by the GSD Secretary. Additional Services shall be performed on an "as needed" basis, at hourly rates no greater than those rates accepted in the original resultant contract.

The term of the resultant contract shall be for four (4) years. In no case will the contract exceed a total of four years in duration.

There is no guarantee as to any specific dollar amount (total compensation) for which GSD/RMD will contract as a result of this RFP. The Offeror's proposed rates for services must remain fixed for the duration of the contract.

Offerors are advised to read this RFP carefully and completely. The nature and scope of this procurement, and its potential impact on the GSD/RMD and the State of New Mexico, is important and necessitates careful attention to detail. Failure to answer specific questions or provide requested detail may result in disqualification of a Proposal or negative evaluation by the Selection Committee and will be considered non-responsive.

#### **D. PROCUREMENT MANAGER**

GSD/RMD 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: Gerry Ruelas, Procurement Manager

Address: GSD/RMD

Joseph Montoya Bldg.

1100 St. Francis Drive, Rm. 2073

Santa Fe, NM 87502

Telephone: (505) 819-7815

Email: gerardo.ruelas@gsd.nm.gov

All deliveries of responses via express carrier must be addressed as follows:

Name: GSD/RMD

Reference RFP Name: Insurance Brokerage and Insurance

Consulting Professional Services

RFP# 24-350-5305-0001

Address: Risk Management Division

1100 St. Francis Dr. Room 2073

P.O. Box 6850

Santa Fe, New Mexico 87505

#### **E. DEFINITION OF TERMINOLOGY**

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Agency**” or “**GSD/RMD**” means the Risk Management Division of the General Services Department.

“**Authorized Purchaser**” means an individual authorized by the Agency to place orders against this contract.

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

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

**“Broker”** means an insurance intermediary who/that represents the insured rather than the insurer. Since they are not the legal representatives of insurers, brokers, unlike independent agents, often do not have the right to act on behalf of insurers, such as to bind coverage. While some brokers do have agency contracts with some insurers, they usually remain obligated to represent the interests of insureds rather than insurers. For example, the State of New Mexico GSD/RMD requires the broker to undertake the obligations of the representation with a duty of care, loyalty, competence, and a duty to immediately disclose any conflicts of interest or potential conflicts of interest.

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

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

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

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

**“Covered Entity(ies)”** includes state agencies and employees, boards and commissions, schools and universities, and participating school districts and local public bodies. These covered entities are diverse in their composition and concerns.

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

**“Department of Information Technology”** means the New Mexico Department of Information Technology which is responsible for operating the data center and all communications related items.

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

**“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.

“**Director**” means the director of the Risk Management Division of the General Services Department.

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

“**Endorsement**” means an insurance policy form that either changes or adds to the provisions included in one or more other forms used to construct the policy, such as the declarations page or the coverage form. Insurance policy endorsements may serve any number of functions, including broadening the scope of coverage, limiting or restricting the scope of coverage, clarifying the application of coverage to some unique loss exposure, adding other parties as insureds, or adding locations to the policy. They often effect these changes by modifying the existing insuring agreement, policy definitions, exclusions, or conditions in the coverage form or adding additional information, such as insured locations, to the declarations page.

“**Evaluation Committee**” means a body appointed by the Agency 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.

“**Excess Coverage**” means insurance to cover unanticipated or catastrophic losses. Excess coverage can be specific excess, which begins paying when any single claim reaches the pre-established retention, or aggregate excess, which begins paying when the cumulative cost of all claims reaches the pre-established retention.

“**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.

“**Fiscal year**” means the state of New Mexico’s start and end of the period for accounting purposes. The state’s fiscal year begins July 1<sup>st</sup> and ends June 30<sup>th</sup>.

“**GRT**” means New Mexico gross receipts tax.

“**GSD**” means the General Services Department of the State of New Mexico.

“**Intermediary**” means a reinsurance broker who negotiates contracts of reinsurance on behalf of the reinsured, usually with those reinsurers that recognize brokers and pay them commissions on reinsurance premiums ceded. The intermediary also acts as a conduit through which communications between the insurer and reinsurer are passed, including the payment of premiums by the reinsured to the reinsurer and the collection of losses for the reinsured from the reinsurer.

“**IT**” means Information Technology.

**“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 proposal.

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

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

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

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

**“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.

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

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

**“Reinsurance”** means a transaction in which one party, the "reinsurer," in consideration of a premium paid to it, agrees to indemnify another party, the "reinsured," for part or all of the liability assumed by the reinsured under a policy of insurance that it has issued. The reinsured may also be referred to as the "original" or "primary" insurer or the "ceding company."

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

**“Responsible Offeror or Offeror”** means an entity which submits a responsive proposal and has furnished, when required, information and data to prove that its 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.



**“RMD”** means the Risk Management Division of the General Services Department.

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

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

**“SPD/CRB”** means the State Purchasing Division Contracts Review Bureau of the General Services Department.

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

**“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 member 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 Purchasing Division”** (“SPD”) is a division of GSD led by the State Purchasing Agent (SPA).

**“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.)

**“Telecom and Data Infrastructure”** means the physical hardware used to interconnect computers and users. Infrastructure includes the transmission media, including telephone lines, cable television lines, and satellites and antennas, and the routers, aggregators, repeaters, and other devices that control transmission paths. Infrastructure also includes the software used to send, receive, and manage the signals that are transmitted.

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

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

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS SCHEDULE

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

| Action                           | Responsible Party        | Due Dates                                 |
|----------------------------------|--------------------------|---|
| 1. Issue RFP                     | Agency                   | April 1, 2024                             |
| 2. Acknowledgement of Receipt    | Agency                   | <b>April 8, 2024</b><br>by <b>5PM MDT</b> |
| 3. Deadline to submit Questions  | Potential Offeror        | April 15, 2024 by 3PM MDT                 |
| 4. Response to Written Questions | Procurement Manager      | April 22, 2024                            |
| <b>5. Submission of Proposal</b> | <b>Potential Offeror</b> | <b>May 1, 2024</b><br><b>by 4PM MDT</b>   |
| 6. Proposal Evaluation           | Evaluation Committee     | May 1-8, 2024                             |
| 7. Selection of Finalists        | Evaluation Committee     | May 10, 2024                              |
| 8. Oral Presentations            | Finalist Offeror         | May 14-16, 2024                           |
| 9. Best and Final Offers         | Agency/Finalist Offeror  | May 20, 2024                              |
| 10. Contract Awards              | Agency/Vendor            | May 22, 2024                              |
| 11. Protest Deadline             | Agency                   | June 6, 2024                              |

### 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 issued on behalf of the GSD/RMD on April 1, 2024.

#### 2. Acknowledgement of Receipt/Distribution List

Potential Offeror should hand deliver, return by facsimile, registered or certified mail 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 5:00 pm Mountain Daylight Time on April 8, 2024.

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 organization name shall not appear on the distribution list.

### **3. Deadline to Submit Written Questions**

Potential Offeror may submit written questions to the Procurement Manager as to the intent or clarity of this RFP by 3:00 pm Mountain 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.

### **4. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offeror whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to:

<https://www.generalservices.state.nm.us/risk-management/solicitations/>

### **5. 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 Daylight time on May 1, 2024. 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 D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **INSURANCE BROKERAGE AND INSURANCE CONSULTING PROFESSIONAL SERVICES RFP # 24-350-5305-00001**. Proposals submitted by facsimile, or other electronic means 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 Offeror during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this RFP. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

## **6. 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 the Offeror who submits 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 Offeror.

## **7. Selection of Finalists**

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offeror 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.

## **8. Oral Presentations**

Finalist Offeror may be required to make an oral presentation at the date, time and location as determined per schedule Section II. A. Sequence of Events, or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and GSD/RMD.

## **9. Finalize Contractual Agreements**

Any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) 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 GSD/RMD. 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.

## **10. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the GSD/RMD will award 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 GSD/RMD.

The contract shall be awarded to the Offeror whose proposal is most advantageous to the State of New Mexico and GSD/RMD, utilizing all of the evaluation factors outlined in the RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

## **11. 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 RFP 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 RFP. The fifteen (15) calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Daylight Time on the 15<sup>th</sup> 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:

Evan Cochnar  
Joseph Montoya Building, Rm. 2073  
1100 St. Francis Drive  
Mailing Address: P.O. Box 6850  
Santa Fe, NM 87502-6850

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

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 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 the 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 GSD/RMD which may derive from this RFP. The GSD/RMD entering into a contract agreement with a vendor will make payments to only the prime contractor.

#### **4. Performance Bond**

Offeror will execute and deliver to Agency, contemporaneously with the execution of the final contract executed as a result of this RFP, a performance bond in an amount equal to but not less than the final negotiated compensation amount of the contract (the “Performance Bond”) in the Agency’s name. The Performance Bond shall be in effect for the duration of this contract and any renewals. Agency will condition its release of the Performance Bond upon the Agency’s Acceptance of full performance and fulfillment of each and every Deliverable that is a part of the final contract, terms, conditions, provisions, and obligations. Agency’s right to recoup money against the Performance Bond will include all of the Agency’s costs and damages associated with the transfer of the Deliverables to a third party or to the State as a result of performance failure(s).

#### **5. 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 GSD/RMD, before any subcontractor is used during the term of this agreement.

#### **6. 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.

#### **7. Offeror Rights to Withdraw Proposal**

s 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.

#### **8. 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.

## 9. 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 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 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 organization;
  - 2. data that qualifies as a trade secret by 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 State Purchasing Division or the Agency shall examine the Offeror 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.

## 10. No Obligation

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

## 11. 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.

## 12. Sufficient Appropriation

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

whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

### **13. Legal Review**

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

### **14. Governing Law**

This RFP and any agreement with an Offeror that may result from this procurement shall be governed by the laws of the State of New Mexico and is plainly non-negotiable.

### **15. 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.

### **16. 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 outlined 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 (APPENDIX C) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror proposal will be merged and become part of any resultant contract.

The Agency discourages exceptions to the contract terms and conditions as 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 outlined in the RFP Sample Contract strongly enough to propose alternate terms and conditions the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offerors 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.

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



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

### **17. Offeror Terms and Conditions**

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

### **18. Contract Deviations**

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

### **19. 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.

### **20. 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.

### **21. 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; the contractor agrees that the Agency request for a change of contractor representative is made based on the best interests of the Agency and shall be honored.

## **22. 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.

## **23. Agency Rights**

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

## **24. Right to Publish**

Throughout this procurement process and contract term, the Offeror 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 proposal or removal from the contract.

## **25. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico.

## **26. 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.

## **27. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). The Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## **28. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of a conflict between a version of the RFP in the Offeror possession and the version maintained by the agency, the Offerors acknowledges that the version maintained by the agency shall govern.

## **29. New Mexico Employees Health Coverage**

1. 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 twenty (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 contracts between Contractor and the State exceed two hundred fifty thousand dollars \$250,000 dollars.
2. The 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.
3. 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 website link to additional information  
<https://bewellnm.com/>
4. 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 two hundred fifty thousand dollars (\$250,000).

## **30. 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 of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

## **31. Letter of Transmittal**

Offeror proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by a 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 the individual named in paragraph two (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 that will be used in the performance of this awarded contract.
7. Identify the following with a checkmark and signature where required:
  - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
  - b. **Explicitly indicate acceptance of Section V of this RFP; and**
  - c. Acknowledge receipt of any amendments to this RFP.
8. Be signed by the person identified in para 2 above.

### **32. Pay Equity Reporting Requirements**

1. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, the Offeror must complete and submit the required reporting Pay Equity 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.
2. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, the 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 one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the contract.
3. Should the Offeror not meet the size requirement for reporting at contract award but subsequently grow such that they meet or exceed the size requirement for reporting, the Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

4. The 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 subcontractors not meet the size requirement for reporting at contract award but subsequently grow such that they meet or exceed the size requirement for reporting, the offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

### **33. 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 agree 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 a 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 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 payments. 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 three years 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 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 because 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 the establishment of a system of records 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 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 the commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until the matter

is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### **34. Protection of Data**

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

### **35. Rights to Data**

Any and all of GSD/RMD's Data stored upon Contractor's servers or lies within Contractor's custody is GSD/RMD's sole and separate property and inures to GSD/RMD's exclusive benefit. None of the Contractor or Contractor's Employees, subcontractor(s), affiliates, and/or assigns will make use of, disclose, sell, copy, license, or reproduce GSD/RMD's data in any manner, or provide GSD/RMD's data to any third party absent GSD/RMD's prior written authorization, particularly, but not exclusively if any such data is protected by HIPAA.

### **36. Insurance Provisions**

Offeror shall, at its own expense, maintain in effect not less than the coverages and limits of insurance contained in this section, which it shall maintain with insurers. If Offeror's coverage fails to comply with these requirements, Offeror agrees to amend, supplement, or endorse the existing coverage to comply, at no additional cost to GSD/RMD, and to maintain such insurance through the end of the contract or other specified time, whichever is longer. Any deviation from the requirements outlined below requires the prior written approval of the Director of Risk Management.

All required policies must be written through a company approved to transact that class of insurance business in the State of New Mexico, with a minimum rating of 'A -' and 'VII' by A. M. Best Company. If the rating of any insurer should fall below this standard, the Offeror shall cause the policy to be replaced promptly by an acceptable insurer.

Before a contract can be executed, the successful bidder shall provide evidence of insurance coverage.

**REQUIRED COVERAGE AND LIMITS**

|   |  |
|---|--|
| <b>Workers' Compensation</b>                | Statutory Limit  |
| <b>Employer's Liability Insurance</b>       |  |
| Bodily Injury                               | \$100,000 each   |
| <b>Commercial General Liability (CGL)</b>   |  |
| Limit Any One Occurrence                    | \$1,000,000  |
| Damage to Rented Premises                   | \$100,000  |
| Personal and Advertising Injury             | \$1,000,000  |
| Policy Aggregate                            | \$2,000,000  |
| Products and Completed Operations Aggregate | \$2,000,000  |
| <b>Business Automobile Liability</b>        |  |
| Combined Single Limit for Each Accident     | \$1,000,000  |
| <b>Professional Liability Insurance</b>     | \$1,000,000  |
| <b>Cybersecurity Insurance</b>              | Contractor shall provide cybersecurity insurance with terms and conditions reasonable to GSD/RMD |

**37. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), the Offeror **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.**



### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offeror shall submit only one (1) proposal in response to this RFP.

#### B. NUMBER OF COPIES

##### 1. Hard Copy Responses

The 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:

Offeror should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, four (4) additional HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPIES 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, four (4) additional HARD COPIES, 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 copy can NOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted USB**, one (1) **redacted USB**).

3. 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.

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be 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.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals and proposals submitted:

### 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):

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

#### Cost Proposal (Binder 2):

- a. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, the Offeror 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 the potential Offeror 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 proposal.

## **IV. SPECIFICATIONS**

### **A. DETAILED SCOPE OF WORK**

1. The Contractor shall perform the following work:
  - a. Utilizing a worldwide insurance marketplace, comparison shop from a variety of insurance markets to focus on the best prices and coverage for GSD/RMD.
  - b. In collaboration with the GSD/RMD, negotiate with insurance markets in meeting the specifically identified needs of the GSD/RMD. GSD/RMD shall make the final decision as to insurers recommended by the contractor. The Contractor shall provide to the Agency all contact information for the underwriter(s) selected and inform the Agency when such contact information changes. The Contractor shall not independently contact insured-covered entities. In the event a covered entity directly contacts the Contractor, the contractor shall inform the Agency of such notice but take no further action until directed by the Agency.
  - c. Monitor and examine online and through published financial information GSD/RMD's property and casualty insurers to provide GSD/RMD with timely notice if an insurer's Insurance Services Office rating as well as its rating with AM Best falls below the minimum standards required by GSD/RMD.
  - d. Follow up with GSD/RMD's property and casualty insurance carriers to ensure timely issuance of policies and endorsements and provide a written report to the Agency on the status of responses.
  - e. Review property and casualty insurance policies and endorsements quarterly to maintain accuracy and conformity to specifications and negotiated coverage. Such review and findings shall be provided in writing to the Agency at the end of each quarter.
  - f. Provide to Agency and its covered entities, coverage summaries for all new property and casualty insurance coverages issued. Provide RMD Director with a copy of updates, including any changes that may occur with existing coverage. Such information shall also be provided to the RMD Loss Control Bureau Chief.
  - g. Conduct one appraisal of all State covered property during the four-year contract period and include a detailed report of all property appraised with total insured values. As requested and agreed upon between the contractor and GSD/RMD, the contractor may utilize the services of other intermediaries to assist in marketing GSD/RMD's insurance needs, when in the Contractor's professional judgment, it is necessary or appropriate. If such intermediaries are used, the compensation of such intermediaries is the sole responsibility of the Contractor. The Contractor shall not,

nor through its intermediaries, reach out directly to any of the state agencies. If a request is made directly to the Contractor, the Contractor shall take no action and immediately inform the Agency, so the appropriate permissions are provided. If the Contractor does reach out directly to agencies without informing the Agency's Loss Control Bureau, the Contractor may be found in breach of contract and the contract may be terminated.

- h. When excess insurance policies are requested or otherwise necessary, the contractor shall obtain and review all excess insurance policy documents for conformity with the Agency's coverage document and secure any necessary corrections to the policy on GSD/RMD's behalf.

## 2. Coverage Document Maintenance and Consulting

- a. Contractor shall maintain electronic copies of all coverage forms and endorsements obtained on behalf of the GSD/RMD and provide access to such data in a manner as agreed upon between the Agency and Contractor; such access shall also be provided to the RMD Finance Director. The Loss Control Bureau shall be the Point of Contact for the Agency, as designated by the Director.
- b. Assist GSD/RMD staff with interpreting coverage document terms and conditions when requested by GSD/RMD.
- c. Maintain the premium allocation matrix for all passthrough policies (AD&D, Pollution, UAS aircraft, Cyber etc).
- d. Maintain application submission documents and any other policy related information; and provide quarterly exposure summaries to GSD/RMD's Loss Control Bureau.
- e. Review in force property and casualty lines of insurance coverage quarterly and, if needed, make recommendations to GSD/RMD for improvements to lines of coverage.
- f. Review insurance competitors' coverage and strategies and make recommendations to the GSD/RMD for improvements to the Agency's program.
- g. Document Policy endorsements as directed by GSD/RMD and provide to the Director.
- h. Quality control to ensure that the policy terms and conditions are consistent with the coverages negotiated by Offeror to include the details of quarterly review.
- i. Transition plan for transferring existing policies to Offeror.

## 3. Underwriting Consulting

- a. Provide technical consulting services to GSD/RMD in insurance underwriting activities.
- b. Communicate to GSD/RMD when policy renewals are due and collaborate with GSD/RMD to ensure renewals are accomplished within renewal timelines.

- c. Obtain renewal quotations at least 60 days prior to renewal for each line of business secured (see coverage advice identified on page 32)
  - d. Create a summary of options for GSD/RMD renewal proposals with terms and conditions for review and approval by the Agency.
4. Insurance Performance Reviews
- a. At the request of the GSD/RMD, provide advice and information regarding insurance coverage within the time frame required by the Agency.
  - b. Collaborate with GSD/RMD to develop a deliverables plan (“the plan”) for contractor performance each service year. Upon mutual agreement of the plan, the contractor shall, each quarter, prepare and submit a written report to GSD/RMD documenting deliverables met for each previous quarter. Such report shall include all deliverables and activities performed pursuant to the contract deliverable dates as identified in the final executed contract.
  - c. Provide PERFORMANCE reports annually to the GSD/RMD Director.
5. Coverage Advice
- a. Advise GSD/RMD as to its risk insurance coverage program, including design and maintenance of the following coverages:
    - i. Extra-territorial Workers' Compensation
    - ii. Public Liability
    - iii. Public Property
    - iv. Crime
    - v. Volunteer
    - vi. Fine Arts
    - vii. Surety Bonds
    - viii. Cyber Insurance/Business Interruption
    - ix. Risk Services
    - x. Terrorism Coverage
    - xi. Pollution Liability
    - xii. Rail
    - xiii. Storage Tanks.
    - xiv. Aircraft/UAS
    - xv. Specialty Lines/Emerging Risks
    - xvi. Cannabis
    - xvii. Regulatory or Legislative Changes/Political Risk
    - xviii. Cash Flow or Liquidity Risk
    - xix. Student Activism/Racism
    - xx. Fraud

xxi.

- b. Conduct identified risk assessments at the direction of the GSD/RMD Director. Such assessments may involve the addition of new governmental entities, governmental programs, changes to self-insured retentions (SIR), deductibles, and other similar risk analysis projects. Provide data compilations and interpretations relevant to the request from the Director in a written report provided to the Director.

6. Other Services

- a. As requested by the GSD/RMD, assist insured covered entities with securing coverage not available through the GSD/RMD.
- b. Identify ancillary insurance support services which may be appropriate for the State with such services subject to the approval and direction of the Agency and may include, but not be limited to:
  - i. Marketing of selected products or services at the request of the Agency
  - ii. Negotiation and placement of insurance programs and/or services
  - iii. Comprehensive or specialized insurance services support
  - iv. Provision or coordination of inspections, testing, and other relevant safety and loss prevention services.
  - v. Perform market analyses and Catastrophic or other modeling services related to risk exposures.
  - vi. As requested by the Agency, facilitate receipt of products and services including appraisals, inspections, certificates handling, forensics, restoration/remediation, crisis management, continuity planning, software design and/or audit, cyber security, and cyber insurance, related to enterprise risk exposures.

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience**

Offeror **must**:

- a) Provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge as a provider of Insurance Brokerage and Insurance consulting services and sales experience for public entities. All Insurance Brokerage and Insurance consulting services and sales experience provided to the private sector will also be considered.
- b) Detail the organization's security provisions in place for state data.
- c) Provide Proof of Cyber Insurance with provisions that include terms and conditions that protect and are agreeable to GSD/RMD
- d) Describe in detail how the Offeror's company is structured with regard to locations of each professional involved in providing services to GSD/RMD. If the Contractor has

offices solely outside the State of New Mexico, the Contractor shall meet with the Agency on site in New Mexico at least once per quarter. Such visits shall be accomplished at the Contractor expense.

- e) Provide the total number of Contractor employees who will be used and dedicated to serving this account with their resumes included in the proposal submission. Agency reserves the right to approve proposed employees based on resumes provided.
- f) Detail the professional/credentialed staff who are employees of the Offeror's company and who will be dedicated to this account.
- g) Identify the specialized brokers and intermediaries who are available to the Offeror through a business partnership with another company.
- h) Provide a detailed list of other Professional/Credentialed Services with which the Offeror's company contracts/subcontracts on an as needed basis.
- i) Provide the proposed minimum number of staff to be specifically devoted to GSD/RMD's account during the entirety of the Contract.

## **2. Organizational References**

Offerors should provide a minimum of three (3) references from similar projects performed for private, state, or large local government clients within the last three years. **Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before submission due date (**See Sequence of Events-Submission of Proposal Due date**) for inclusion in the evaluation process.

Offeror must provide documentation of a minimum of ten (10) years' experience in Insurance Brokerage and Insurance consulting services. Experience should include a minimum of three current public entities with at least \$4 million combined annual premium.

The evaluation committee reserves the right to request, through the Procurement Manager, additional information demonstrating the requisite experience.

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

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

- a) Client name;



- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware, security plan);
- e) Staff assigned to referenced engagement who will be designated to work with the Agency per this RFP; and
- f) Client Project Manager name, telephone number, fax number and e-mail address.
- g) Identify any data intrusions which occurred or may have occurred while Offeror was providing the same or similar services to those requested in this RFP.

### **3. Oral Presentation**

Prior to Oral Presentation, GSD/RMD will provide the Offeror a presentation agenda. If no Oral Presentations are required, all Offerors will receive the same number of total points for this evaluation factor.

### **4. Mandatory Specifications**

**Failure to respond to a mandatory specification will result in the disqualification of the proposal as non-responsive.** All specifications within this section are mandatory.

#### Specialized Experience

- a) Qualifications
  - i. Offeror must carry professional and general liability insurance as identified in Paragraph 36, page 25 of this RFP. Proof of such insurance is required at the time of proposal submission and required prior to entering into a contract. Limits to liability for actual damages incurred and not indirect, consequential, or punitive damages may be examined during contracting.
  - ii. Offeror must present evidence of ability to obtain a Performance Bond in an amount equal to but not less than the final negotiated compensation amount of the contract.
  - iii. Contractor warrants and represents it has a tested and proven written cyber recovery plan in place that provides for the recovery of GSD/RMD's data which assures that the IT infrastructure used in the performance of the contract will be operational within 24-48 hours of a natural disaster, or any other business interruption, whether natural or otherwise.
  - iv. Contractor warrants and represents it has had no system intrusions from hackers or other hostile actors in the past three years.
  - v. Contractor shall exercise reasonable care and prudence to provide appropriate cyber security measures to prevent the transmission of viruses, worms, spyware, Trojan horses, or other malware and to protect covered state entity participants and GSD/RMD from losses occasioned by the alteration, damage or erasure of electronic data related to this contract.

- vi. Offeror shall provide an overview of the current insurance market, both national and regional, including commentary on challenges it expects to work through over the life of a four-year contract.
- vii. Offeror shall provide a timeline or calendar of anticipated activities to take place during a typical year, being mindful that GSD/RMD is asked to present to the legislature on rate development in late August each year; such activities should be tied to their impact on rate development.
- viii. Offeror should provide examples of renewal documentation typically provided to clients for review and determination.

**Failure to address these qualifications in a satisfactory manner shall result in rejection of the proposal.**

## **5. Desirable Specifications**

### **i. Professional Certifications**

Offeror **may** submit relevant certifications, including evidence of applicable insurance-related qualification. Such evidence must include the ability of the Offeror to directly engage in sales of insurance products with the GSD/RMD.

Offeror should disclose any existing or potential conflicts of interest in the course of representing GSD/RMD. This disclosure should include both direct and indirect conflicts of interest and include any positions Offeror has taken in the recent past or is presently taking on issues that may be adverse or harmful to the state. The disclosure must also include any previous litigation against the State of New Mexico or any of its political subdivisions in which the Offeror or members of Offeror's firm have been involved, in any capacity.

ii. Offeror shall include innovative suggestions for minimizing costs.

iii. Offeror should provide a list of educational resources and tools it plans to make available to GSD/RMD, including sample materials, for its review; it should also provide information as to the types of classes, lessons, and/or training courses it can provide on a recurring basis to the GSD/RMD.

## **C. BUSINESS SPECIFICATIONS**

### **1. Letter of Transmittal Form**

The Offeror proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

## 2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

## 3. Cost

Offeror must complete the Cost Response Form in APPENDIX D.

Offeror **must** propose one fixed fee for its services. One fourth (1/4) of the fixed contract amount will be paid quarterly in arrears. Without limiting any legal rights, a condition precedent to any payment will be the receipt of an activity report documenting activities performed pursuant to the contract by the insurance broker/consultant for the respective billed quarter. The Broker must submit quarterly billings to the State in an invoice format approved by the State.

With respect to payments to any insurance company(ies) for insurance products and services that GSD/RMD has chosen to purchase as the result of insurance broker and insurance consulting services provided under the contract, those premium amounts for all insurance coverage obtained on behalf of the GSD/RMD for member entities must be billed as net premium (pure premium) and any commission normally included in premium quotations must be eliminated from the premium expense; **commissions will not be allowed**. If, by law or insurance practice, coverage cannot be negotiated net of commission, the commission amount must be identified on the invoice, but the premium billed to the State will be the net amount. Premium amounts must be submitted to GSD/RMD on a Broker invoice, and payment will be made to the Broker. The Broker shall be responsible for payment to the insurance company(ies) in a timely fashion.

Broker shall provide Agency with a policy Matrix, identified by covered entity, for pass through excess and/or specialty policies. The Matrix shall include information that delineates the premium paid by the Agency and the portion by each covered entity that totals the premium amount.

Offeror must include a description of any charges which may not be addressed by this RFP but may be identified and agreed upon in the final contract, including exhibits. All charges listed in APPENDIX D must be justified and evidence of need documented in the proposal.

## 4. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offeror 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. **A preference business would receive 50 points for the resident preference or 80 points for the resident veteran's preference would be added to their already evaluated score, making it possible for the highest score total 1080.**

## 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.

| <b>Factors – correspond to section IV.B and IV C</b>  | <b>Points Available</b> |
|---|-------------------------|
| <b>B. Technical Specifications</b>  |                         |
| B. 1. <b>Organizational Experience</b>  | <b>200</b>              |
| B. 2. <b>Organizational References</b>  | <b>200</b>              |
| B. 3. <b>Oral Presentation</b>  | <b>100</b>              |
| B. 4. <b>Mandatory Specifications</b>   | <b>200</b>              |
| i. Professional and general liability insurance   | Pass/Fail               |
| ii. Ability to obtain a Performance Bond  | Pass/Fail               |
| iii. Current written cyber recovery plan  | 50                      |
| iv. No system intrusions in the past three years  | 50                      |
| v. Provide appropriate cyber security measures  | 40                      |
| vi. Overview of current insurance market and commentary on overcoming challenges during contract period | 40                      |
| vii. timeline or calendar of anticipated activities in a typical year                                   | 20                      |
| viii. Examples of renewal documentation   | Pass/Fail               |
| B. 5. <b>Desirable Specification</b>  | <b>100</b>              |
| <b>Business Specifications</b>  |                         |
| C. C.3. Letter Of Transmittal   | Pass/Fail               |
| C.4. Signed Campaign Contribution Disclosure Form   | Pass/Fail               |
| C.5. Cost   | <b>200</b>              |
| <b>TOTAL</b>  | <b>1,000 points</b>     |
| C.6. New Mexico Preference - Resident Vendor Points per Section IV C. 6                                 | <b>50</b>               |
| C.6. New Mexico Preference - Resident Veterans Points per Section IV C.6                                | <b>80</b>               |
|   |                         |

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

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

The experience of the Offeror will be evaluated based upon documented relevant experience. Offeror should provide documentation of a minimum of ten (10) years' experience in Insurance Brokerage and Insurance consulting services. Experience shall include services provided to a minimum of three (3) large public entities with at least \$4 million combined annual premium.

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

Points will be awarded based upon an evaluation of the responses to a series of questions in Appendix F. Points will be awarded for each individual response up to one third (1/3) of the total points for this category. Lack of a response will be awarded zero (0) points. Points will be awarded based on the reference's satisfaction with work previously performed.

## **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, GSD/RMD will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offeror will receive the same number of total points for this evaluation factor).

## **4. B.4 Mandatory Specifications (See Table 1)**

Offerors must describe their capability to provide a full range of services and ability to market the State's coverages. Emphasis will be placed on experience with state government entities. Offerors must provide a qualification summary of minimum qualifications contained in this RFP and a description of the Offeror's access to the marketplace. Offerors may wish to furnish examples of successful market capabilities. Offerors must list the markets that would be used in fulfillment of the tasks called for under this RFP. Offerors must provide a description of the professional, technical, and managerial qualifications of personnel assigned to perform the work contemplated to be performed under this RFP.

## **5. B.5 Desirable Specifications (See Table 1)**

The Offeror shall receive points based on professional certifications and innovative suggestions for minimizing costs.

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

Pass/Fail only. No points assigned. *An incomplete form would be considered non-responsive. Answer every question and sign the form.*

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

Pass/Fail only. No points assigned.

## **8. C.5 Cost (See Table 1)**

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

Lowest Responsive Offer Bid

This Offeror Bid

**9. 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 Resident Business Preference / Native American Resident Preference**

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

**B. New Mexico/Native American Resident Veteran Preference**

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

**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 as specified in Section II. C.18 during negotiations with successful Offeror.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offeror with the highest scores will be selected as the finalist Offeror, based upon the proposals submitted. The responsible Offeror 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**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

Insurance Brokerage Services  
RFP # 24-350-5305-0001

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **5:00 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.

Gerardo Ruelas Procurement Manager  
Insurance Brokerage Services RFP #24-350-5305-00001  
Risk Management Division  
1100 St. Francis Dr. Room 2073  
Santa Fe, NM 87505  
E-mail: gerardo.ruelas@gsd.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**

# STATE OF NEW MEXICO

## GENERAL SERVICES DEPARTMENT

PROFESSIONAL SERVICES CONTRACT # \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **GENERAL SERVICES DEPARTMENT**, 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 **XX/XX/XXXX** 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 (4) years, except as set forth in NMSA 1978, § 13-1-150.

**4. Termination.**

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

B. Notice; Agency Opportunity to Cure.

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

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state

what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

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

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

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

## 5. Appropriations.

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

## 6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding,



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

**7. Assignment.**

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

**8. Subcontracting.**

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

**9. Release.**

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

**10. Confidentiality.**

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

**11. Product of Service -- Copyright.**

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

**12. Conflict of Interest; Governmental Conduct Act.**

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

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

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

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

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

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

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

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

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

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

**13. Insurance Provisions**

Offeror shall, at its own expense, maintain in effect not less than the coverages and limits of insurance contained in this section, which it shall maintain with insurers. If Offeror’s coverage fails to comply with these requirements, Offeror agrees to amend, supplement, or endorse the existing coverage to comply, at no additional cost to GSD/RMD and to maintain such insurance through the end of the contract or other specified time period, whichever is longer. Any deviation from the requirements outlined below requires the prior written approval of the Director of Risk Management.

All required policies must be written through a company approved to transact that class of insurance business in the State of New Mexico, with a minimum rating of ‘A -’, and ‘VII’ by A. M. Best Company. If the rating of any insurer should fall below this standard, Offeror shall cause the policy to be replaced promptly by an acceptable insurer.

Before a contract can be executed, the successful bidder shall provide evidence of insurance coverage.

**REQUIRED COVERAGE AND LIMITS**

| <b>Workers’ Compensation</b>              | Statutory Limit  |
|---|--|
| <b>Employer’s Liability Insurance</b>     |  |
| Bodily Injury                             | \$100,000 each   |
| <b>Commercial General Liability (CGL)</b> |  |
| Limit Any One Occurrence                  | \$1,000,000  |
| Damage to Rented Premises                 | \$100,000  |
| Personal and Advertising Injury           | \$1,000,000  |
| Policy Aggregate                          | \$2,000,000  |
| Products and Completed Operations         | \$2,000,000  |
| Aggregate                                 |  |
| <b>Business Automobile Liability</b>      |  |
| Combined Single Limit for Each Accident   | \$1,000,000  |
| <b>Professional Liability Insurance</b>   | \$1,000,000  |
| <b>Cybersecurity Insurance</b>            | Contractor shall provide cybersecurity insurance with terms and conditions reasonable to GSD/RMD |

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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 twenty (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.

**23. 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.

**24. Enforcement of Agreement.**

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

**25. Notices.**

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

**To the Agency:**

[insert name, address and email].

**To the Contractor:**

[insert name, address and email].

**26. Authority.**

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Agency's Legal Counsel – Certifying legal sufficiency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Agency's Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

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: \_\_\_\_\_  
Taxation and Revenue Department

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
GSD/SPD Contracts Review Bureau

Date: \_\_\_\_\_

**APPENDIX D**  
***COST RESPONSE FORM***



## SUMMARY OF PROPOSED MAXIMUM RATES

The Offeror submits the following firm, fixed maximum rates to complete the requirements as outlined in this RFP for the State of New Mexico. Proposed annual administrative fees should be identified separately and clearly identified as such.

| SERVICE                      | ANNUAL COST |
|------------------------------|-------------|
| Insurance Brokerage Services | \$          |

Offeror Name: \_\_\_\_\_

**APPENDIX E**  
**LETTER OF TRANSMITTAL FORM**

## *Letter of Transmittal Form*

**RFP#: 24-350-5305-0001**

**Offeror Name:** \_\_\_\_\_ **FED ID#** \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

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

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

\_\_\_\_\_

(Attach extra sheets, as needed)

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

\_\_\_\_\_  
(Attach extra sheets, as needed)

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

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

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

\_\_\_\_\_, 2024  
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 Offeror to submit a minimum of three (3) positive business references as required within this document. The purpose of these references is to document Offeror experience relevant to the scope of work in an effort to establish Offeror 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 the Procurement Manager by 4:00 pm MDT on or before the submission deadline 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 # 24-350-5305-0001**  
**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, General Services Department, Risk Management Division via e-mail at:

Name: Gerardo Ruelas, Procurement Manager  
Telephone: 505-819-7815  
Email: Gerardo.Ruelas@gsd.nm.gov

**No later than 4:00 pm MDT on May 1, 2024, and must not** be returned to the company requesting the reference.

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

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

**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 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 services and products developed by the vendor?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

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

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

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

**APPENDIX G**  
**RESIDENT VETERANS' CERTIFICATION**



# Appendix G

## New Mexico Preference Resident Veterans Certification

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

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

**Please check one box 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 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 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 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 of 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 NMSA 1978, § 13-1-21 or 13-1-22, 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 or termination of award of the procurement involved if the statements are proven to be incorrect.