

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
RISK MANAGEMENT DIVISION
REQUEST FOR PROPOSALS (RFP)



INVESTIGATIVE SERVICES
for the
RISK MANAGEMENT DIVISION
RFP# 26-350-4905-0002

Release Date: Monday, May 18, 2026

Due Date: Wednesday, July 8, 2026

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico General Services Department/Risk Management Division (“GSD/RMD”) requests proposals from interested parties to provide INVESTIGATIVE SERVICES for Property and Casualty Claims, Workers’ Compensation Claims and background check services for individuals under consideration for, or are currently employed in, sensitive or high-level positions. The selected Offeror will assist GSD/RMD by providing investigative services to the Agency’s Legal Bureau and Property and Casualty Bureau, *See* NMRA 1978, §§ 41-4-20, 41-4-23, and 15-7-3 (A) (2), and the Agency’s Workers’ Compensation Bureau. *See* NMSA 1978, §§41-4-20, 41-4-23, and 15-7-3 (A) (2).

B. BACKGROUND INFORMATION

The RMD Legal Bureau and Property and Casualty Bureau (“PCB”) manages the General Services Department’s (GSD) statutory obligations to compromise, adjust, settle and pay property and casualty claims filed with the State of New Mexico and its insured entities. The PCB protects state resources by completing early and accurate liability determinations of Property and Casualty (“PAC”) liability claims.

The Workers’ Compensation Bureau (“WCB”) manages GSD’s statutory obligations to compromise, adjust, settle and pay workers’ compensation claims filed against the State of New Mexico and its insured entities. The WCB protects state resources by completing early and accurate determinations of Workers’ Compensation claims. Investigators chosen as a result of this RFP will assist RMD Legal, PAC, and WCB to meet their respective statutory obligations by providing professional investigation of claims filed in both bureaus and timely reporting the outcomes.

The selected offeror(s) shall also provide comprehensive investigative and background check services as requested for individuals under consideration for, or are currently employed in, sensitive or high-level position. Services shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and privacy requirements.

C. SCOPE OF PROCUREMENT

The GSD Strategic Plan mandates that RMD protect and conserve the State’s human and physical resources and financial assets by providing multi-line insurance coverage and appropriate legal defense of claims filed. Investigators support the RMD core services of providing state insurance, defense of public employees in covered lawsuits, and providing loss control training and claim prevention services. The awarded contractor shall agree to provide claims investigating services as set forth in Section IV, Paragraph A of this RFP. This Procurement may result in a multiple source award.

D. PROCUREMENT MANAGER

1. 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 noted below:

Name: Desiree Esparza, Procurement Manager
Address: GSD/RMD
Joseph Montoya Building
1100 St. Francis Drive, Room 2073
P.O. Box 6850
Santa Fe, NM 87502
Telephone: (505) 827-0463
Email: desiree.esparza@gsd.nm.us

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the RMD. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing pursuant to the schedule posted in Section II (A) will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

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

“**Agency**” means the General Services Department/Risk Management Division

“**Authorized Purchaser**” means an individual authorized by GSD/RMD to place orders against this contract.

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

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

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

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

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

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

“DFA” means the Department of Finance and Administration for the State of New Mexico.

“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 compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“Evaluation Committee” means a body appointed by RMD 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. Such Report will contain written determinations resulting from the procurement.

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

“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 1st and ends June 30th.

“GRT” means New Mexico gross receipts tax.

“GSD” means the General Services Department.

“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’s proposal.

“Milestone” means a significant event in a project, usually the completion of a major deliverable.

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

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

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

“Payment Invoice” means the Contractor’s detailed, certified, and written requests for payment concerning the service Deliverables Contractor renders to Agency. Each Payment Invoice must identify each Deliverable for which the Payment Invoice is submitted

“PCB” means the Property and Casualty Bureau of the Risk Management Division.

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

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements. For this RFP, the Procuring Agency is GSD/RMD.

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

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

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

“Responsible Offeror” means an Offeror who submits a responsive proposal and 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” means an offer which conforms in all material respects to the requirements set forth in the RFP. 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 New Mexico State 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.

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

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

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state.

State Purchasing Division (“SPD”) of GSD which is directed 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.)

“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.

“WCB” means the Workers Compensation Bureau of the Risk Management Division.

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

F.A procurement Library will not be created for this procurement.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	RMD	Mon. May 18, 2026
2. Distribution List /Acknowledgment of Receipt of Request for Proposals Form (Appendix A) Due	Agency	Mon. June 1, 2026
3. Deadline to submit Questions	Potential Offerors	Mon. June 8, 2026
4. Response to Written Questions	Procurement Manager	Mon. June 15, 2026
5. Submission of Proposal	Potential Offerors	Wed. July 8, 2026
6. Proposal Evaluation	Evaluation Committee	Mon. July 13, 2026
7. Selection of Finalists	Evaluation Committee	Wed. July 15, 2026
8. Finalize Contractual Agreements	Agency/Finalist Offerors	Fri. July 31, 2026
9. Contract Awards	Agency/ Finalist Offerors	Mon. Aug. 17,2026
10. Protest Deadline	Procurement Manager	+15 days

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State GSD/RMD on **Monday, May 18, 2026.**

2. Acknowledgement of Receipt

Responsive Offerors who desire placement on a distribution list to receive written responses to questions posed and for other announcements regarding the procurement process should return by email the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, Appendix A. Return of Appendix A by the deadline identified places the organization on the procurement distribution list. The form must be signed by the Offeror or an Authorized Representative of the Offeror, dated and returned to the Procurement Manager VIA EMAIL no later than **3:00PM, MST Monday, June 1, 2026.**

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

3. Deadline to Submit Written Questions

Offerors may submit written questions to the Procurement Manager as to the intent or to clarify provisions in the RFP by **3:00PM MST Mon. June 8, 2026**, as indicated in the Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Telephone calls will not be accepted. Only written questions submitted to the Procurement Manager via email will receive a response.

4. Response to Written Questions

Written responses to written questions will be distributed to all potential Offerors whose organization name appears on the procurement distribution list and who provided the Appendix A, Acknowledgement of Receipt Form before the deadline. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms (Appendix A) before the deadline, as indicated in the sequence of events. Additional copies will be posted to:

<http://www.generalservices.state.nm.us/riskmanagement/Solicitations.aspx>

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST ON **Wednesday, July 8, 2026.** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Investigative Services RFP # 26-350-4905-0002. 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 Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. “Awarded” in this context means the final required state agency signature on the contract(s) which results from this RFP.

6. Proposal Evaluation

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

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors per schedule found in Section II. A., Sequence of Events, or as soon as possible.

8. Finalize Contractual Agreements

Any contractual agreements resulting from this RFP will be finalized with the most advantageous Responsible Offerors as per the Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Risk Management Division.

9. Contract Awards

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

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico GSD/RMD taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to approval by GSD/ RMD and any other appropriate State entity as required by law.

Any professional services contract entered into as a result of this procurement shall not become effective until approved in writing by the State Purchasing Division of the New Mexico General Services Department. The contract(s) shall not exceed four fiscal years in term.

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15-calendar day protest period shall begin on the day following the Award of Contracts and will end at **5:00 pm MST on Tuesday, September 1, 2026**. 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:

Name: Desiree Esparza, Procurement Manager
Address: GSD/RMD
Joseph Montoya Building
1100 St. Francis Drive, Room 2073
P.O. Box 6850
Santa Fe, NM 87502
Telephone: (505) 827-0463
Email: desiree.esparza@gsd.nm.gov

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for setup 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. GSD/RMD, upon entering into a contractual agreement with a vendor, will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the GSD/RMD before any subcontractor is used during the term of this agreement.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred eighty (180) days after the due date for receipt of proposals.

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 1. confidential financial information concerning the Offeror's organization;
 2. data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 3. PLEASE NOTE: The cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Agency shall examine the Offeror's request and make a

written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

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

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as non-

responsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

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

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the

failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

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

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://www.generalservices.state.nm.us/riskmanagement/Solicitations.aspx>

28. 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

Workers’ Compensation	\$500,000
Employer’s Liability Insurance	
Bodily Injury	\$100,000 each accident
Commercial General Liability (CGL)	
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
Business Automobile Liability	
Combined Single Limit for Each Accident	\$500,000
Professional Liability Insurance	\$1,000,000

29. New Mexico Employees Health Coverage

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

- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenewmexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

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

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;

- b. Explicitly indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para 2 above.

32. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractors not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

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 agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - 1. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - 2. has within a three-year period preceding this offer been convicted in a criminal matter or had a civil judgment rendered against them for:

- a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
3. Is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure.
 4. Has, preceding this offer, been notified of any delinquent Federal or State taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of 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 a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
 - C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
 - D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
 - E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this

document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the contract involved for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

34. Protection of Data

Contractor will protect and safekeep all of GSD/RMD's data to the same or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect 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 will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.

35. Rights to Data

Any and all of GSD/RMD's Data that is stored upon Contractor's servers or lies within Contractor's custody hereunder, is GSD/RMD's sole and separate property and inures to GSD/RMD's exclusive benefit. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce GSD/RMD's data in any manner, or provide of GSD/RMDs data to any third party absent GSD/RMD's prior written authorization. At the end of the contract period, contractor shall produce all documents derived from the State work product.

36. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 Application of preferences (as amended). Offerors must include a completed copy (if applicable) of their preference certificate with their proposal. The applicable percentage is applied based on preference to which the vendor the procurement 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 Resident Business Preference

"Resident Business" means a business that has a valid Resident Business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978 but does not include a resident veteran business.

B. New Mexico Resident Veterans Business Preference

"Resident Veteran Business" means a business that has a valid New Mexico Resident Veteran Business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978.

C. New Mexico Native American Resident Veteran Business Preference

"Native American resident veteran business" means a business that has a valid Native American resident veteran business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978;

In addition to a copy of the certification, the Offeror is required to complete and sign 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

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

B. NUMBER OF COPIES

1. Hard Copy Responses

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

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
 - Proposals containing confidential information **must** be submitted as two separate binders:
 - **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file
2. **Cost Proposals** – One (1) ORIGINAL HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy can NOT be emailed.**

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

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

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

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.

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's 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 Specification
 4. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
 5. Performance Surety Bond
 6. Signed Campaign Contribution Form
 7. 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, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

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

IV. SPECIFICATIONS

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

A. DETAILED SCOPE OF WORK

Geographically, services are required throughout the State of New Mexico. Contractor (s) shall investigate claims to determine if fraud and/or other suspicious activity is occurring related to the claim. Investigative activities shall include surveillance, claimant background checks and other investigative services as determined by the referring RMD file handler. The Contractor shall provide comprehensive investigative and background check services for individuals under consideration for, or are currently employed in, sensitive or high-level positions. Services shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and privacy requirements.

Contractor(s) shall be licensed and adhere to the procedures and requirements of state statute NMSA 1978, Section 61-27B-1 (Private Investigations Act) et Seq. If called upon by the GSD/RMD's defense attorneys for assistance related to the case, Contractor(s) shall cooperate fully with counsel as approved by the assigned Risk Management Division file handler.

Contractor(s) shall provide a report of the findings of the investigation to the file handler who assigned no later than 30 days from the date of assignment. Such report shall include, but is not limited to, all documents, recorded statements, surveillance findings and material derived from such surveillance as required by the referring file handler. Contractors' investigative methodology may vary based on the type of allegations contained in the claim.

1. Reports will be provided within 30 days of the time of claim assignment; status reports shall be provided every 30 days until the final report is due;
2. Reports shall include liability assessment opinion based on accumulated evidence.
3. Contractor reports shall be based upon investigation of claims and resulting recommendations to RMD regarding coverage determinations, liability assessment, and exposure to further loss(es).
4. Reports shall include Contractor(s) interviews of claimants and witnesses with such interviews being accomplished either in person, by telephone, or through written correspondence with results included in report to the referring state file handler.
5. Contractor(s) investigations shall also include reviews of relevant police records for inclusion in the report produced to the file handler.

6. Contractor(s) shall consult with police, medical professional personnel, and client-agency representatives, request copies of pertinent records, review relevant police, medical, employment, and other records related to the Claim for inclusion in the report to the file handler.
7. Contractor shall at all times demonstrate professional interaction during investigation with claimant, witnesses, and client-agency contact.
8. The Contractor shall maintain a record of all incurred contract expenses, including expenses incurred but unbilled for services.

Offeror must agree to adhere to the GSD/RMD Billing Guidelines, which is attached to the Sample Contract APPENDIX C; a statement of concurrence shall be submitted with response to RFP.

I. General Principles

A. Origination of Work

All work performed under the contract must originate with GSD/RMD. In the event any public entity or public employee makes direct contact with the Contractor to initiate inspection or investigative work, the Contractor shall immediately contact GSD/RMD for instructions. Such direct contact is discouraged, and such public entity or public employee must be directed to contact GSD/RMD to request a claim assignment according to normal GSD/RMD claim procedures.

B. Conflicts of Interest

Since the State of New Mexico has a broad array of interests, it is required that Contractors be vigilant in application of the Rules of Professional Responsibility and have processes in place to identify direct or indirect conflicts of interest posed by your representation of the State, its entities, and employees.

Contractors must comply with the following directives:

A conflict-of-interest check must be performed by the Contractor on each claim assigned to it. GSD/RMD requires a prompt investigation and resolution of all potential conflicts, including any issue conflicts that could compromise the State's position. **A written email acknowledging the assignment confirming that a conflict-of-interest check has been performed must be sent to GSD/RMD for every claim assigned to the Contractor.**

Conflicts of interest must be disclosed to GSD/RMD immediately upon discovery of the conflict, and waived, in writing, if possible, prior to beginning work on the investigation or inspection.

The Contractor is further required to disclose any changes to the conflict-of-interest status during the course of adjustment/investigation and must inform GSD/RMD of any activity which might be viewed as, or trigger, a conflict of interest.

C. Ethical Improprieties

Contractors shall immediately advise the GSD/RMD Director of any concerns about ethical improprieties on the part of GSD/RMD personnel, or other state employees and self-report any potential ethical improprieties involving Contractor's personnel.

II. Communication

- A. With rare exceptions, GSD/RMD requires e-mail communication due to its quick, efficient, and paperless nature. All e-mailed correspondence sent to GSD/RMD must display the GSD/RMD claim number in the subject line and be designated Confidential.
- B. Claim assignments from GSD/RMD will appoint a GSD/RMD file handler as the Contractor's primary GSD/RMD contact for the claim. GSD/RMD may also designate additional GSD/RMD personnel to whom Contractor should communicate (or copy on communications). The file handler designated by GSD/RMD shall have the ultimate responsibility for the assigned claim and will be the person with whom contractor will have their primary working relationship in terms of inspection, investigative work, claim oversight, approval of costs/expenses, settlement/denial authority requests, and other day-to-day administrative functions.

III. Media Relations and Promotion

- A. Any media inquiry relating to an assigned claim or GSD/RMD's relationship with the Contractor must be referred immediately to GSD/RMD. The Contractor shall not make statements to the media regarding GSD/RMD matters without securing advance approval from GSD/RMD through the General Services Department's Public Information Officer. If time is of the essence and neither the GSD/RMD contact nor the General Services Department's Public Information Officer can be reached, contact in the following order, the GSD/RMD Director, the GSD/RMD PAC Bureau Chief, or the GSD Cabinet Secretary to discuss the matter prior to making any statement to the media.
- B. GSD/RMD does not authorize the Contractor to advertise or promote its relationship with GSD/RMD or the State of New Mexico, other than listing GSD/RMD as a client.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors **must**:

- a) Submit a statement of corporate experience, including the experience of major subcontractors, within the last five (5) years; such experience should be relevant to the scope of work described in this RFP including the experience of major subcontractors. The narrative in response to this factor (a) must thoroughly describe the Offeror's experience with Investigations performed related to property and casualty claims and workers compensation claims. Offerors must also demonstrate

experience in one or more of the classes of claims covered under the Tort Claims Act and the Workers Compensation Act. Each application should disclose the experience, if any, for the following classes of claim:

- i. A brief statement as to how long the Offeror has been performing the services sought under this RFP.
 - ii. A description of the experience level, technical and application knowledge, and government experience in providing services identified in this RFP.
 - iii. The dates of the period of service in which the work has been performed (within the last 5 years).
 - iv. A clear description of the service(s) provided.
- a) A statement explaining why the Offeror believes their experience constitutes corporate experience relevant to this procurement.
 - b) A list, if any, of all current contractual relationships with the State of New Mexico; or contractual relationships with the State completed within the previous five-year period. Such list should include the contract number, contract term, and procuring State agency for each reference.

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 Organization Reference Questionnaire (APPENDIX F), 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 **3:00 PM, MST/DAYLIGHT TIME Wednesday, July 8, 2026**, for inclusion in the evaluation process.

Organizational References not received or incomplete, 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 Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

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

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

3. Mandatory Specification

A. Licensure and Insurance

- a. Offeror shall provide proof of current New Mexico Professional Investigator License pursuant to the procedures and requirements of state statute NMSA 1978, Section 61-27B-1 (Private Investigations Act) et Seq. and proof that their license is in good standing and have had no complaints within the last 5 years.
- b. Offeror shall provide proof of current malpractice insurance (or liability insurance). Include certificate of insurance with proposal.

B. Report Writing Services

Applicants must submit two samples of recent investigative reports which demonstrate an analysis of the facts involved and recommendations to resolve the claim. Confidential information may be redacted.

- a. Sample report shall contain coverage matters, site visits, photos and interview summaries.
- b. Sample report shall contain liability assessment.

C. Offeror Staff Experience

The Offeror must provide all Contractor and Subcontractor personnel required to complete the Contractor responsibilities described in this RFP in the Contract Terms and Conditions, APPENDIX C. The Contractor is not to assume or propose the use of State staff to conduct any substantive work pursuant to this RFP, except as is specifically stated herein.

- 1. Submit a narrative statement of relevant experience of staff members any subcontractors Offerors may use. The documentation must thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to investigative services in the area of workers' compensation and / or investigative services in the area of property and casualty.
- 2. Provide resume information about all Contractor and Subcontractors, including clerical staff, which includes all personnel required to complete the Contractor responsibilities described in this RFP in the Contract Terms and Conditions, Appendix C.

3. Provide detailed staff resumes, as well as staff qualifications with a narrative summary for each proposed core team member.

D. Offeror Staff References

The Offeror shall provide the names, positions, and current telephone numbers of clients who can give information as to the Offeror's experience and competence. Three references must be provided for each proposed core staff member.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

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

2. Performance Surety Bond N/A

A Performance Surety Bond will **not** be required for this RFP.

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form (see APPENDIX E). The form **must** be **completed** and must be signed by the person authorized to obligate the company.

4. Campaign Contribution Disclosure Form

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

5. Cost

Offeror will be compensated at a maximum hourly rate of \$125.00 for investigative services. This flat rate shall include per diem, fringe benefits and any overhead costs for contractor's personnel, as well as subcontractor personnel, if appropriate. Mileage reimbursement shall be at the IRS published rate at the time of assignment. New Mexico gross receipts taxes shall be shown separately on the invoice.

6. Resident Business or Resident Veterans Preference

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

accompany any Offer and any business wishing to receive the preference must complete and sign the form.

V. EVALUATION

EVALUATION SUMMARY

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

Factors	Pass/Fail	
A. Specifications	Pass/Fail	
B. Technical Specifications	Pass/Fail	
C. Business Specifications		
Resident Business or Resident Veteran’s Preference	Pass/Fail	
Letter Of Transmittal	Pass/Fail	
Campaign Contribution Disclosure Form	Pass/Fail	

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.
- 3) The Evaluation Committee may use other sources of information to perform the evaluation.
- 4) Offerors whose proposals are most advantageous to the State will be recommended for Award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Investigative Services
RFP # 26-350-4905-0002

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **3:00PM/MST Monday, June 1, 2026**. 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.

Desiree Esparza, Procurement Manager
Investigative Services, RFP #26-350-4905-0002
Risk Management Division
1100 St. Francis Dr. Room 2073
Santa Fe, NM 87502
E-mail: desiree.esparza@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, RISK MANAGEMENT DIVISION**, 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 Department of Finance and Administration ("DFA").

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

Geographically, services are required throughout the State of New Mexico. Contractor (s) shall investigate claims to determine fraud and/or suspected activity to include surveillance, background checks and other investigative services as determined by the referring file handler.

Contractor (s) shall investigate claims and provide recommendations on coverage determinations, liability assessment and exposure.

Contractor(s) shall provide background check services for individuals under consideration for, or are currently employed in, sensitive or high-level position as requested.

Contractor(s) shall interview, either by person, telephone, or correspondence, claimant and witnesses. Contractor(s) shall review pertinent police records and cite the same if needed in the report.

Contractor(s) shall consult with police, medical professional personnel and client-agency representatives, request copies of pertinent records, review pertinent police, medical, employment and other related records to derive a full and complete report.

Contractor(s) shall include a report of the findings of their investigation no later than 30 days from the date of assignment to include but not limited to all documents, recorded statements, surveillance material, etc. and thereafter as required by the referring file handler. Contractors will vary the method of investigation based on the type of claim allegations. In addition, the following report criteria will be followed: Reports will be provided within 30 days of claim assignment and status reports every 30 days thereafter; reports will also contain liability assessment opinion based on documented investigation findings. Professional interaction during investigation with claimant, witnesses, and client-agency contact is expected.

Contractor(s) must be licensed and is constrained by the procedures and requirements of state statute NMSA 1978, Section 61-27B-1 (Private Investigations Act) et Seq. If called upon by the agency's defense attorneys for assistance, Contractor(s) shall cooperate fully with defense counsel as approved by the assigned Risk Management Division file handler.

Any professional services contract entered into as a result of this procurement shall not become effective until approved in writing by the Department of Finance and Administration. The contract(s) shall not exceed four calendar years in term.

The Contractor shall maintain a record of all incurred contract expenses, including incurred but unbilled services. The Contractor shall notify Risk Management Division when 20% of the contract award remains.

2. Compensation.

A. The Agency shall pay the Contractor in full payment for services satisfactorily performed at the rate of ONE HUNDRED AND TWENTY-FIVE dollars (\$125.00) per hour, 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 DFA. 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 with 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 SPD/CRB. This Agreement shall terminate on **June 30, 2030**, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. 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 Section 10-16-4.3 NMSA 1978, 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 Section 10-16-7(A) NMSA 1978 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 Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (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 Section 10-16-9(A) NMSA 1978 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 Section 10-16-9(A) NMSA 1978, 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 Section 10-16-13 NMSA 1978, 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 Section 10-16-3 and Section 10-16-13.3 NMSA 1978, 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 Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be

denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification/Insurance.

A. 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.

B. Insurance. Contractor 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 Contractor's coverage fails to comply with these requirements, Contractor 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, Contractor shall cause the policy to be replaced promptly by an acceptable insurer.

The Contractor shall provide evidence of insurance coverage prior to final signature approval of the contract:

REQUIRED COVERAGE AND LIMITS

Workers' Compensation	\$500,000
Employer's Liability Insurance	
Bodily Injury	\$100,000 each accident
Commercial General Liability (CGL)	
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
Business Automobile Liability	
Combined Single Limit for Each Accident	\$500,000
Professional Liability Insurance	\$1,000,000

21. New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

22. Invalid Term or Condition.

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

23. 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.

24. Notices.

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

To the Agency: Director
 GSD/RMD
 Joseph Montoya Building
 1100 St. Francis Drive, Rm. 2073
 P.O. Box 6850
 Santa Fe, NM 87502

To the Contractor: [insert name, address and email].

25. Authority.

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

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

By: _____ Date: _____
 , Secretary

By: _____ Date: _____
 , General Counsel

By: _____ Date: _____
 , CFO

By: _____ Date: _____
 Contractor

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

ID Number: 00-000000-00-0

By: _____ Date: _____
 Taxation and Revenue Department

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

By: _____ Date: _____
 GSD/SPD Contracts Review Bureau

Exhibit A

Investigator Billing Guidelines

I. General Principles

A. Origination of Work

All work performed under the contract must originate with RMD. In the event any public entity or public employee makes direct contact with the Contractor to initiate inspection or investigative work, the Contractor shall immediately contact RMD for instructions. Such direct contact is discouraged, and such public entity or public employee must be directed to contact RMD to request a claim assignment according to normal RMD claim procedures.

B. Conflicts of Interest

Since the State of New Mexico has a broad array of interests, it is required that Contractors be vigilant in application of the Rules of Professional Responsibility and have processes in place to identify direct or indirect conflicts of interest posed by your representation of the State, its entities and employees.

Contractors must comply with the following directives:

A conflict-of-interest check must be performed by the Contractor on each claim assigned to it. RMD requires prompt investigation and resolution of all potential conflicts, including any issue conflicts that could compromise the State's position. **A written email acknowledging the assignment confirming that a conflict-of-interest check has been performed must be sent to RMD for every claim assigned to the Contractor.**

Conflicts of interest must be disclosed to RMD immediately upon discovery of the conflict, and waived, in writing, if possible, prior to beginning work on the investigation or inspection.

The Contractor is further required to disclose any changes to the conflict-of-interest status during the course of adjustment/investigation and must inform RMD of any activity which might be viewed as, or trigger, a conflict of interest.

C. Ethical Improprieties

Contractors shall immediately advise the RMD Director of any concerns about ethical improprieties on the part of RMD personnel, or other state employees and self-report any potential ethical improprieties involving Contractor's personnel.

II. Communication

A. With rare exceptions, RMD requires e-mail communication due to its quick, efficient and paperless nature. All e-mailed correspondence sent to RMD must display the RMD claim number in the subject line and must be marked confidential.

B. An RMD file handler will be assigned by RMD as the Contractor's primary RMD contact for the claim. RMD may also designate additional RMD personnel to whom Contractor should communicate (or copy on communications). The file handler designated by RMD shall have the ultimate responsibility for the assigned claim and will be the person with whom contractor will have their

primary working relationship in terms of inspection, investigative work, claim oversight, approval of costs/expenses, settlement/denial authority requests, and other day-to-day administrative functions.

III. Media Relations and Promotion

A. Any media inquiry relating to an assigned claim or RMD's relationship with the Contractor must be referred immediately to RMD. The Contractor shall not make statements to the media regarding RMD matters without securing advance approval from RMD through the General Services Department's Public Information Officer. If time is of the essence and neither the RMD contact nor the General Services Department's Public Information Officer can be reached, contact in the following order, the RMD Director, the RMD PAC Bureau Chief, or the GSD Cabinet Secretary to discuss the matter prior to making any statement to the media.

B. RMD does not authorize the Contractor to advertise or promote its relationship with RMD or the State of New Mexico, other than listing RMD as a client.

IV. Billing Requirements

A. Hourly Billing Rates – General Requirements

1. Monthly Due Date, 90-Day Limit, and End of Fiscal Year Billing

A. The contractor shall submit invoices to RMD for services rendered and expenses incurred on a monthly basis using RMD prescribed submission mechanism.

B. If the file handler requests an additional copy of a report, contractor shall only charge for the copy(ies) provided, not the full amount of the contractor's hourly rate.

B. Bills must be submitted on or before the 10th day of the month following the month that services were rendered or expenses were incurred.

C. Should the 10th day of the month fall on a weekend or on a holiday recognized by the State of New Mexico, bills may be submitted on the next consecutive business day.

D. RMD reserves the right to refuse payment of bills or invoices submitted more than 90 days after the date that services were rendered or the date that expenses were incurred.

E. Invoices for services rendered or expenses incurred during the last month of a Fiscal Year as defined by the State of New Mexico are subject to DFA closing procedures. Contractors must follow all DFA and RMD guidance when submitting expenses subject to the DFA closing procedure.

F. Contractor must submit a detailed statement accounting for all services performed and expenses incurred.

1. If RMD 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 exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action.

2. Upon certification by RMD that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance.

3. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.
4. The agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
2. One-Tenth Hour Increments
 - A. Time records shall represent the actual time required to perform the task or activity listed. Records shall be kept in time increments of 0.10 (one-tenth) of an hour.
3. The following are not billable:
 - A. Hourly billing rates include all administrative or general costs incidentally to the operation of the investigative contractor.
 - B. Overhead expenses are not separately reimbursable. Overhead includes but is not limited to the following administrative tasks
 1. Time spent on electronic filing of scope, routine copying, faxing, filing or retrieving from files, organization of correspondence or other documents prepared or received.
 2. Time spent on initial review of case assigned including copying of incoming mail and e-mails to determine appropriate routing, filing, etc.
 3. Time spent scheduling appointments, inspections or meetings, including time spent making travel arrangements.
 4. Preparation and review of monthly billing statements.
 5. No more than two hours responding to RMD-ordered auditor inquiries into inquiries into any individual claim, unless specifically approved ahead of time.
 6. Time associated with compliance with these practices and procedures or with any legal audit, either internal or external, of bills and expenses.
 7. Time spent maintaining contractor's calendar or tickler system.
 8. Review of third-party billing statements.
 9. Time associated with investigating conflicts.
 10. Clerical time related to review, set up, opening, closing, or maintaining files.
 11. Other similar tasks.

4. Billing Limitations

1. Nine (9) Hour Per Day Maximum

- A. Unless previously approved by RMD, no individual is authorized to bill more than nine (9) hours per day on claims assigned by RMD.
- B. This restriction does not apply when emergency situations, or travel time necessitate additional time. Should such emergency situation occur, contractor shall inform the file handler within 24 hours of the occurrence. The Agency may decline to pay for such situations without documented approval.

C. Billing Format

1. Invoices

A. Contractors must use the electronic format provided by RMD for all invoices. RMD will reject bills that use an unacceptable invoice template.

B. The following circumstances may result in delayed payment or cause RMD to deny payment on an invoice:

1. Failure to include the correct RMD claim number, dates of service, or task detail on an invoice;
2. Failure to submit invoices in a timely manner;
3. Failure to submit status reports as requested by RMD; or
4. Failure to act in accordance with RMD directives.

2. Description of Services Rendered and Expenses Incurred

A. All invoices must include a chronological listing of services showing at minimum, the date of services, a description of services provided, and the authorized person who completed the services/task. Final invoice shall be noted as "Final Invoice."

D. Reimbursable Expenses

1. Reimbursement for allowable expenses shall be invoiced separately from fees. At Contractor's discretion, expense invoices may be submitted twice a month. Copies of documentation for all expenses must accompany every bill or invoice submitted for reimbursement. Failure to submit proper documentation may result in a reduction in the firm's payment due to unsubstantiated expenses.
2. Travel Expenses and Mileage
 - A. With prior authorization from the assigned File Handler, Personnel traveling on RMD business may submit reimbursement for reasonable travel expenses.
 - B. RMD has sole discretion to determine if travel expenses are reasonable.
 - C. Unreasonable or excessive travel costs will not be paid.
 - D. RMD will reimburse actual costs in gas or a mileage reimbursement, but not both.
 - E. Mileage shall be reimbursed at 80% of the internal revenue service standard mileage rate set January 1 of the previous year for each mile traveled in a privately owned vehicle.
 - F. Firms must bill travel expenses and mileage separately from fees and must be submitted to RMD within the fee schedule listed above. Out of State and overnight travel requires prior written approval from RMD. The request should be e-mailed to the assigned file handler, as early as possible, and detail at least:
 1. The reason for the requested trip.
 2. Efforts to appear via teleconference/video conference/other electronic means.
 3. The proposed travel location.
 4. Estimates of travel time and fees and estimates of travel expenses.

3. Each expense item should be separately itemized, showing the date the expense was incurred, a descriptive explanation of the charge, the amount of the charge, and the timekeeper incurring the charge.

4. Reasonable, reimbursable expenses will be compensated at actual cost. Actual cost is defined as the amount paid, net of any discounts, to a third-party provider of goods or services.

E. Non-Reimbursable Expenses

1. General Non-Reimbursable Expenses

A. Cost of doing business, including, but not limited to: rent, conference rooms, equipment rental, computer software, computerized research (including, but not limited to, computer legal research and investigation database access time, downloading or copying fees), printing and photocopying material for internal office use, office supplies, secretarial time and overtime, utilities, telephone (landline and cell), facsimile transmissions, facsimile receipt, books, in-town meals, routine postage, overnight messenger service fees, and overtime meals.

C. RMD reserves the right to reject statements, billings, and/or invoices for non-reimbursable expenses.

APPENDIX D
COST RESPONSE FORM

COST RESPONSE FORM

SUMMARY OF PROPOSED MAXIMUM RATES:

The Offeror listed below submits the following firm, fixed, fully loaded maximum rates to complete the requirements as outlined in this RFP for the State of New Mexico.

SERVICE	COST
PCB Investigative Services	\$125.00 Flat Rate
WCB Investigative Services	\$125.00 Flat Rate
Other Investigative Services	\$125.00 Flat Rate

Print Offeror's name

Offeror's Signature Date

APPENDIX E

LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

RFP#: 26-350-4905-0002

This form **MUST BE COMPLETED IN FULL** and signed/initialed by an authorized Principal of the Offeror Law Firm. Submission of an incomplete form **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL**.

Offeror Name: _____ **(must match detail in Substitute W-9)**

_____ Offeror has Principals/Owners/Directors/Partners with at least five (5) years general civil litigation experience.

_____ Completed Substitute W-9 Attached
NOTE: Preference will be given to vendors who agree to accept payment via ACH (automatic deposit).

_____ Offeror is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

xx-xxxxxx-xxx NM Taxation and Revenue ID (CRS) Number

Offeror proposes to provide Investigative Services and seeks to secure Contracts which support defense of:

Contractor (s) shall investigate claims to determine if fraud and/or other suspicious activity is occurring related to the claim. Investigative activities shall include surveillance, claimant background checks and other investigative services as determined by the referring RMD file handler. The Contractor shall provide comprehensive investigative and background check services for individuals under consideration for, or are currently employed in, sensitive or high-level positions. Services shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and privacy requirements.

Acceptance (Initial):

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

_____ On behalf of the submitting organization named in item #1, above, I accept the prescribed schedule of billing rates set forth in Section IV(h) of the RPF.

Information for the person(s) authorized by the organization to negotiate terms and contractually obligate this Offeror

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

Information for the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

Information for the person designated by the organization to receive notices associated with any Contract awarded via this procurement:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

Information regarding use of subcontractor (Select one)

No subcontractor will be used in the performance of any resultant Contract OR
 The following subcontractor will be used in the performance of any resultant Contract:

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

_____, 2026
Authorized Signature and Date

Attached is the link for the W-9 Form: [NM SUBSTITUTE W-9.xlsx](#)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to: Desiree Esparza, Procurement Manager, Desiree.Esparza@gsd.nm.gov **by 3:00PM MST on Wednesday July 8, 2026**, for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

RFP# 26-350-4905-0002
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, GSD/RMD via facsimile or e-mail at:

Name: Desiree Esparza, Procurement Manager
Address: Joseph Montoya Building
1100 St. Francis Drive, Rm. 2073
P.O. Box 6850
Santa Fe, NM 87502
Telephone: (505) 827-0463
Email: Desiree.Esparza@gsd.nm.gov

No later than 3:00PM, MST, **Wednesday July 8, 2026** 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.

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

QUESTIONS:

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

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

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

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

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

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. 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

RESIDENT VETERANS' PREFERENCE CERTIFICATION

_____ (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 Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such Veteran's preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

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

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

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitute 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.

APPENDIX H
AGENCY CERTIFICATION FORM

