

Issued By:
The Interagency Benefits Advisory Committee (IBAC) consisting of:

New Mexico Health Care Authority (HCA)
New Mexico Public Schools Insurance Authority (NMPSIA)
New Mexico Retiree Health Care Authority (NMRHCA)

REQUEST FOR PROPOSALS (RFP)

**Group Basic Life and AD&D, Group Voluntary Life and
AD&D, and Group Short- and Long-Term Disability
Coverage**



RFP#27-343-0380-00007

RFP Release Date: October 21, 2026

Proposal Due Date: November 20, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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RFP ATTACHMENTS

All RFP attachments will be made available via Segal’s Secure File Transfer (SFT) server at <https://sft.segalco.com>. The Offeror must either verify that a global Non-Disclosure Agreement (NDA) is in place with Segal OR send a request to the Procurement Manager for a specific agreement to be prepared and released through Segal’s Ironclad system. A fully-executed NDA is required before detailed data can be released. Please include all email addresses that will need to have access to the SFT server with your transmittal of the Acknowledgement of Receipt Form (APPENDIX A). After the Procurement Manager has confirmed receipt of the Acknowledgement of Receipt Form and received verification from Segal that a global NDA with the Offeror is in place, the SFT server will send an automated email with instructions on how to register and log on. Please contact Rachel Calisi at rcalisi@segalco.com with any questions related to SFT server access.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Group Basic Life and AD&D, Group Voluntary Life and AD&D, and Group Long Term Disability Coverage, for the New Mexico Interagency Benefits Advisory Committee (IBAC), outlined below.

B. BACKGROUND INFORMATION

The Health Care Purchasing Act of 1997, which became effective on July 1, 1997, is an act related to publicly funded health care programs to provide for consolidated negotiation and purchasing of insurance. This act requires the four agencies listed below to complete a single process for the procurement of employee benefits by these publicly funded agencies.

These agencies awarded the Group Basic Life and AD&D, Group Voluntary Life and AD&D, and Group Long Term Disability Coverage in July 2023 to the current vendors. This current contract will expire June 30, 2027.

The Interagency Benefits Advisory Committee (IBAC) is made up of representatives of the four New Mexico State Agencies addressed in the Health Care Purchasing Act of 1997:

- New Mexico Health Care Authority (HCA) (<https://www.mybenefitsnm.com/index.html>)
- New Mexico Public Schools Insurance Authority (NMPSIA) (<https://nmpsia.com/>)
- The New Mexico Retiree Health Care Authority (NMRHCA) (www.nmrhca.org)

House Bill 47 was passed in the 2026 legislation and signed by New Mexico Governor Grisham. This Bill removes the exemption for Albuquerque Public Schools (APS) to function separately from NMPSIA and requires APS to join NMPSIA effective July 1, 2027. The legislation also solidifies participation in all NMPSIA's benefit programs to all school districts and charter school. The impact to NMPSIA will be 35 schools added to Long Term Disability and five (5) schools added to Life coverage by July 1, 2027.

As used in this RFP, "IBAC" means the Committee described in this paragraph or any of the member agencies listed in this paragraph as the context requires.

Plan Details

Following is a description of the IBAC organizations and an overview of the current Group Benefits Program describing the plans currently offered through the IBAC agencies collectively. See RFP Section IV A.1 for more details on the Life and Long Term Disability plans being marketed.

New Mexico Health Care Authority (HCA)

<https://www.mybenefitsnm.com/index.html>

The HCA offers benefits for all active eligible employees of the State of New Mexico, active Legislators, and employees of participating New Mexico municipalities, schools, and counties, known as Local Public Bodies (LPBs).

The HCA and participating LPBs provide \$50,000 Basic Life and AD&D coverage at no cost to benefit eligible employees and an additional \$25,000 for a total of \$75,000 Basic Life and AD&D Line of Duty (LoD) coverage to State Police Officers, Juvenile and Adult Correctional Officers and Specialists. All employees are also given the option to obtain additional coverage, i.e., Employee Additional Supplemental Life and AD&D, as well as Dependent Life and matching AD&D coverage. These coverages are currently payroll deducted.

The State and LPB Agencies also provide employer paid \$250,000 life insurance benefit to law enforcement agents when working as undercover agents.

The HCA and the LBP Agencies currently covers approximately 21,205 employees for Basic Life and AD&D, and 2,329 employees under the LoD coverage. The \$50,000 basic life and \$75,000 LoD are statutorily defined benefits and therefore must be considered guarantee issue; awarded at time of hire, any additional coverage must be elected by the employee within 31 days from date of hire or at introduction to the plan, otherwise evidence of insurability (EOI) is required. Premium payment for basic life and LoD coverage is presently self-billed. The present self-bill process requires that HCA prepare monthly a consolidated premium statement that combines all of the entities participating in the HCA plans, with the exception of coverage for undercover agents. The insurance carrier and agency or LPB work together directly for coverage and premium payments related to undercover agents.

In addition, HCA offers contributory (100% employee paid) Short-Term and Long-Term Disability programs on a self-insured basis.

New Mexico Public Schools Insurance Authority (NMPSIA)

<https://nmpsia.com>

NMPSIA provides insurance coverage for 89 New Mexico public school districts, 102 charter schools, and 28 other educational entities across the state of New Mexico. NMPSIA also offers coverage to three (3) separate classes of actively serving elected or appointed school board members or governing body members, retirees, and a closed class of grandfathered board members. All mandated public school districts, to include APS and mandated charter schools will participate in all NMPSIA benefits effective July 1, 2027. Other educational entities may also elect to join, but may opt out once every four years, or opt to waive out of non-mandated coverage, subject to proof of comparable alternatives. Effective July 1, 2027, House Bill 47 requires APS to join NMPSIA. In addition, the legislation also mandates participation in all NMPSIA's benefit programs for all school districts and charter school which impacts approximately 40 schools.

NMPSIA provides a mandatory non-contributory (paid 100% by the employer) Basic Life and AD&D policy to active employees and currently covers approximately 41,000 employees. NMPSIA provides participant-paid Additional Voluntary Life insurance coverage to active employees, actively serving elected or appointed school board members or governing body members, retirees, and a closed class of grandfathered board members and currently covers approximately 19,300 participants, spouses, and children. In addition, NMPSIA provides contributory (paid by employer and employee based on percentage cost share) Long-Term Disability (LTD) with three (3) different benefit waiting periods to be elected by the employer (30-day, 60-day, 90-day) and currently covers 13,000 employees.

By July 1, 2027 NMPSIA estimates to add APS covered lives of 11,500 employees for Basic Life and AD&D and 2,800 employees with Additional Life and AD&D. Total retirees of 2,500 and Long-Term Disability has 4,000 employees.

Regarding Long-Term Disability and Additional Voluntary Life and AD&D enrollment opportunities, newly eligible employees may enroll within 60 days of eligibility date; late enrollment is allowed with Evidence of Insurability. Outside of newly eligible employees, NMPSIA allows two events that allow a new window to enroll without Evidence of Insurability: Promotion into a new job classification with a salary increase and Part-time to full-time with a salary increase. Regarding premium/fee billing, NMPSIA has approximately 223 different subgroups, but one consolidated list billing by subgroups and adjustments by member is prepared by EASI Edu Incorporated. (NMPSIA's TPA) and is remitted to the vendor with payment of premiums monthly for each line of coverage.

The New Mexico Retiree Health Care Authority (NMRHCA) **(<http://nmrhca.org/>)**

The New Mexico Retiree Health Care Authority (NMRHCA) administers a statewide benefits program for eligible retired employees of New Mexico public employers and their eligible spouses, domestic partners, dependents, and survivors. Participating retirees include former employees of public and charter schools, state and local public bodies, and other participating public employers. NMRHCA serves approximately 65,000 individuals through its benefit programs, including members residing in New Mexico and throughout the United States. This total program membership should not be interpreted as life insurance enrollment.

NMRHCA offers fully insured life insurance coverage for eligible retirees, spouses or domestic partners, dependent children, and survivors. The life insurance program is voluntary and member-paid. NMRHCA does not offer accidental death and dismemberment coverage or long-term disability coverage.

Effective January 1, 2021, NMRHCA discontinued its contribution toward Plan 1 Basic Life coverage. Eligible Class 1 members then insured under Plan 1 were permitted to continue their existing Plan 1 coverage on a fully member-paid, grandfathered basis. Plan 1 Basic Life coverage remains distinct from Plan 2 Additional Life coverage.

As of August 1, 2026, NMRHCA enrollment records show 15,406 members enrolled in grandfathered Plan 1 Basic Life coverage and 28,925 members enrolled in Plan 2 Additional Life coverage. These are coverage enrollment counts and should not be added to determine unique covered lives because a member may be enrolled in both plans.

Newly eligible retirees may elect available life coverage within 31 days of eligibility under the applicable plan rules. Evidence of insurability is required for late enrollment and for additions or increases in coverage when required by the plan. NMRHCA bills members through pension deductions, direct automated clearing house transactions, and handful of direct bills. NMRHCA maintains member enrollment, premium deduction, and beneficiary information and coordinates eligibility and billing with the life insurance carrier.

NOTES:

- The New Mexico Health Care Authority (HCA) self-funds their disability programs and is seeking proposals for Fully Insured Short-Term and Long-Term Disability HCA reserves the right to accept or reject bids for LTD. If a quotation is accepted, please note that HCA retains the right to implement the program at any time during the contract period.
- The New Mexico Retiree Health Care Authority (NMRHCA) does not offer AD&D or Long Term Disability.

C. SCOPE OF PROCUREMENT

This procurement is to secure group Basic Life and AD&D, Voluntary Life and AD&D, and Long Term Disability insurance coverage (no LTD NMRHCA), to become effective July 1, 2027. IBAC is not seeking a redesign of its existing benefit structure but will receive alternative options to consider. Offerors must quote the current benefits and administrative provisions and must preserve all existing coverage, including grandfathered coverage and coverage previously accepted without evidence of insurability.

The resulting contracts will be a four (4) year term with no renewals for NMPSIA, NMRHCA and HCA.

This RFP may result in multiple awards, or some or all IBAC agencies may select a common Contractor. Please note that the LTD will be awarded to the same Offeror as the Life insurance for those agencies who offer both Life and LTD. Separate contracts must be executed (one for each IBAC agency), regardless of whether some or all of the agencies award coverage to a common vendor.

IMPORTANT NOTE: Only those proposals responding to this RFP as issued by the State of New Mexico, State Purchasing Division, will be accepted, and only if submitted directly from Life and Disability insurance carriers. Proposals that contain services other than those specified in this RFP will be disqualified from consideration. This includes any commission or other broker / consultant / agency compensation of any kind; benefits consulting or insurance brokerage services. Proposals for such services or proposals that would require a change to the current Consultant or Broker of Record designation for any of the NM IBAC agencies will be rejected.

D. PROCUREMENT MANAGER

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

Name: Marisol Galvez, Procurement Manager
Telephone: (505) 222-6423
Email: Marisol.Galvez@rhca.nm.gov

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

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to Marisol.galvez@rhca.nm.gov on or before the deadline. Refer to Section III.B.1 for instructions.

F. DEFINITION OF TERMINOLOGY

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

1. “**Actively at Work Provision**” means a group insurance policy provision that excludes coverage for an employee who is not at work because of an accident or sickness on the date the health policy becomes effective.
2. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
3. “**Award**” means the final execution of the contract document.

4. **“Business Hours”** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
5. **“Close of Business”** means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
6. **“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 §§57-3-A-1 through 57-3A-7 NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
7. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
8. **“Contractor”** means any business having a contract with a state agency or local public body.
9. **“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.
10. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
11. **“Electronic Submission”** means a successful submittal of Offeror’s proposal to the procurement manager via email Marisol.galvez@rhca.nm.gov, *Refer to Section III.B.1 for instructions*
12. **“Electronic Version/Copy”** means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.
13. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
14. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
15. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

16. **“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, as explained in Section II.B.8.
17. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
18. **“IT”** means Information Technology.
19. **“Leased Employees”** means employees that have been attained from a professional employer organization (PEO). The PEO is the official employer of the leased workers and handles payroll, tax reporting, and benefits. However, the employees complete the work for the leasing company or business owner.
20. **“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 may result in the rejection of the Offeror’s proposal.
21. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
22. **“Multiple Source Award”** means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
23. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
24. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
25. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
26. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
27. **“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.

28. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
29. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
30. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
31. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
32. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully submitted to procurement manager prior to the submission deadline stated in ***Section III.B.1 instructions***.
33. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
34. **“Seasonal Employees”** means one who works for a specific period of time for a specific season of the employer. Seasonal employee is one who works 120 days a year or fewer, e.g., Part-time or Substitute Teacher, National Guard, Student, Forestry, etc.
35. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
36. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
37. **“State (the State)”** means the State of New Mexico.
38. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
39. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.

40. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
41. **“TPA”** means a Third Party Administrator that performs administrative services for a benefits plan such as enrollment assistance, consolidated billing, etc.
42. **“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.
43. **“Written”** means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc.

www.nmrhca.org/req_for_proposal/

Other relevant links:

- New Mexico Health Care Authority (HCA) (<https://www.mybenefitsnm.com/index.html>)
- New Mexico Public Schools Insurance Authority (NMPSIA) (<https://nmpsia.com/>)
- The New Mexico Retiree Health Care Authority (NMRHCA) (www.nmrhca.org)

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this 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	NMRHCA	October 21, 2026
2. Acknowledgement of Receipt Form	Potential Offerors	November 2, 2026
4. Deadline to submit Written Questions	Potential Offerors	November 3, 2026
5. Response to Written Questions	Procurement Manager	November 10, 2026
6. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>November 20, 2026</i>
7.* Proposal Evaluation	Evaluation Committee	November 24, 2026- December 23, 2026
8.* Selection of Finalists	Evaluation Committee	December 23, 2026
9.* Oral Presentation(s)	Finalist Offerors	January 7 th and 8 th
10.* Best and Final Offers	Finalist Offerors	January 12, 2026
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	TBD
12.* Contract Awards	Agency/ Finalist Offerors	February 2027
13.* Protest Deadline	NMRHCA	+15 days

* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico IBAC on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager Marisol Galvez, Marisol.galvez@rhca.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to

the Procurement Manager by **3:00 PM MST/ MDT** on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

All RFP attachments will be made available via Segal's Secure File Transfer (SFT) server at <https://sft.segalco.com>. The Offeror must either verify that a global Non-Disclosure Agreement (NDA) is in place with Segal OR send a request to the Procurement Manager for a specific agreement to be prepared and released through Segal's Ironclad system. A fully-executed NDA is required before detailed data can be released. Please include all email addresses that will need to have access to the SFT server with your transmittal of the Acknowledgement of Receipt Form (APPENDIX A). After the Procurement Manager has confirmed receipt of the Acknowledgement of Receipt Form and received verification from Segal that a global NDA with the Offeror is in place, the SFT server will send an automated email with instructions on how to register and log on.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to: www.nmrhca.org/req_for_proposal/

5. Submission of Proposal

Only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. NO LATE PROPOSAL CAN BE ACCEPTED. The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks "OK" after "Review and Submit." Such electronic submissions will be considered sealed in accordance with statute.

*It is the Offeror's responsibility to ensure all documents are completely submitted via email by the deadline set forth in this RFP. Please ensure that you, as the Offeror, **fully complete your submittal by the deadline.** A submission that is not both: (1) fully complete; and (2) received via email by the deadline, will be deemed late. Further, a submission that is not fully complete and received via email by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with state statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.***

Proposals must be labeled and delivered to the Procurement Manager at the email address identified in Section III.B.1 via email. Proposals submitted by facsimile or other electronic means will not be accepted.

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

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, 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 finalist offerors, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be comprised of the top Offerors receiving the highest cumulative scores.

8. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc.). The Agency will provide Finalist Offerors with an agenda and applicable details

(such as, scheduled presentation date and time, time limits, etc.); including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

9. Best and Final Offers

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

10. Finalize Contractual Agreements

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

11. Contract Awards

The award is subject to appropriate Department and State approval. Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate State or Board approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Protest Manager – Sheri Ayanniyi e-mail address: Sheri.Ayanniyi@rhca.nm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services and best and final offer (if the Offeror is invited or required to submit one), will be considered firm through such time as a contract is executed.

8. Disclosure of Proposal Contents

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

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

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

9. 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 Procurement Manager or contained in this RFP shall 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 Draft Contract (APPENDIX C). However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract (APPENDIX C) 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 Draft Contract (APPENDIX C). Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation Committee), 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 Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft 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. 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 §13-1-83 and §13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. 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, §§13-1-28 through 13-1-199 NMSA 1978, imposes civil, and 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 or designated agency. If the RFP is cancelled, all responses received shall be destroyed by NMRHCA within three (3) business days of notification of the cancellation.

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:

[Request for Proposals - New Mexico Retiree Health Care Authority](#)

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E, which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only necessary if the responses differs from the individual identified in A)*;
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entities (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit the signed Letter of Transmittal Form located in Appendix E will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

- a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making 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 procurement manager or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

If you have Confidential Information, then you must submit a separate electronic redacted file. If you do not submit a redacted file your proposal will be deemed unresponsive and you consent to the agency to release your submittal in the event of an Inspection of Public Records Request.

B. ELECTRONIC SUBMISSION

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

1. Electronic Submission Requirements

- a. **Proposals in response to this RFP must be submitted to NMRHCA's procurement manager's email address ONLY: Marisol.galvez@rhca.nm.gov** The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *It is the Offeror's responsibility to ensure the emailed proposal is completed in enough time for its proposal documents to be received by the deadline set forth in this RFP.*
- b. **Follow all submission instructions** - Proposals must be submitted in the manner outlined in Sections III.B.2 and III.B.3, and organized in accordance with Section III.C. Technical and Cost portions of Offerors proposal must be submitted as **separate documents**, and must be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each emailed document.
- c. **A complete proposal must be emailed and received prior to submission deadline -** *It is the Offeror's responsibility to ensure all documents are completely submitted electronically via email to NMRHCA procurement manager's email Marisol.galvez@rhca.nm.gov by the deadline set forth in this RFP.* Please ensure that you, as the Offeror, *allow adequate time for submission of large files to be received fully by Procurement Manager by the deadline.* A submission that is not both: (1) fully complete; and (2) received, via email by the deadline, will be deemed late. Further, a submission that is not fully complete and received via email by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE OFFER CAN BE ACCEPTED.**
- d. **Submit a single Technical file and a single Cost file, unless a document exceeds the limits of emailing the proposal** - The Offeror needs only submit one single electronic

copy of each portion of its proposal (one Technical and one Cost), as outlined in Sections III.B.2 and III.B.3. *EXCEPTION: If the document is too large and must be sent in multiple emails, each message should be clearly numbered (e.g., “1 of 5,” “2 of 5,” etc.).*

- e. **DO NOT password-protect proposal documents** – Confidential information must adhere to the requirements of Section II.C.8 and must be submitted pursuant to Section II.B.2.a.
2. **Technical Proposal** – One (1) ELECTRONIC document must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal must be combined into a single file/document for submission. *EXCEPTION: Single electronic files that are too large to email may be submitted as multiple emails, which must be the least number of emails necessary for submission.* ***The Technical Proposal SHALL NOT contain any Cost information.***
- a. **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files**:
 - i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2, above, as an **unredacted** (def. Section I.F.38) version for evaluation purposes; **and**
 - ii. One (1) **redacted** (def. Section I.F.26) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
3. **Cost Proposal** – One (1) ELECTRONIC document of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal must be combined into a single file/document for submission. *EXCEPTION: Single electronic files that are too large to email may be submitted as multiple emails, which must be the least number of submissions as necessary to email proposal.*

C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided

in this RFP must be thoroughly completed and included in the appropriate section of Offeror's proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

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

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Disclosure Form
3. Table of Contents
4. Proposal Summary (Optional)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16)
7. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal)**
 - a. Organizational Experience
 - b. Organizational References (Optional: Offeror may include a list of its references)
 - c. Oral Presentation (if applicable)
 - d. Mandatory Specification
 - e. Technical Requirements
 - f. Desirable Specification
 - g. Financial Stability –(Financial information considered confidential, as defined in Section I.F. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.2.a, as applicable)
 - h. New Mexico/Native American Resident Preferences (if applicable)
8. Other Supporting Material (if applicable)
 - a. Implementation Timeline
 - b. Reporting Sample(s)
 - c. Description of all deviations to the current benefits (Failure to note deviations will be interpreted as confirmation that you can match current benefits)

Cost Proposal:

1. Completed Cost Proposal Workbook (Attachment 3)

A Proposal Summary may be included in Offeror's Technical Proposal, 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. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

Offerors must duplicate the current plan designs and grandfather all current policy certificates for NMPSIA as adopted and as described in the following Section 1, Current Plan Designs, but with any change in plan design and with any additional services as described in the following Section 2, Requested Plan Designs.

Offerors must also duplicate eligibility provisions, benefit amounts, underwriting rules, continuation rights, administrative practices, and other provisions described in Section IV.A.1 and the RFP attachments, except only for changes expressly requested in Section IV.A.2. An Offeror must clearly identify every proposed deviation, limitation, exclusion, or substituted provision. Silence will be treated as agreement to provide the current provision.

Rates must be quoted in accordance with RFP Attachment 3, Cost Proposal Workbook.

For NMRHCA and NMPSIA, member premium rates in effect immediately before July 1, 2027, must remain unchanged through December 31, 2027. Any awarded rate adjustment may first become effective January 1, 2028, subject to the final contract and agency approval.

NMRHCA and NMPSIA pricing must separately show: (1) the current member premium rates that the Offeror will honor from July 1 through December 31, 2027; and (2) the Offeror's quoted rates effective January 1, 2028, for the remaining guaranteed rate period.

All people insured immediately before July 1, 2027, must be accepted on a no-loss and no-gain basis at the class, coverage type, and benefit amount in force immediately before that date.

The awarded Offeror must continue all in-force coverage without new evidence of insurability, actively-at-work requirements, health statements, waiting periods, age limitations, or other underwriting solely because of implementation or carrier transition. Existing coverage may change after implementation only in accordance with the current plan rules and a valid member election, eligibility event, nonpayment, or other plan-authorized reason.

1. Current Plan Designs

Please refer to the charts below for an overview of each IBAC agency's current Life and LTD plan information. Detailed information regarding the plans may be found in the RFP Attachments that will be released upon receipt of the Non-Disclosure Agreement.

[New Mexico Health Care Authority \(HCA\)](#)

General Information

Definition of eligibility

- All Full-Time and Part-time Active Employees who are citizens or legal residents of the United States, its territories and protectorates working at least 20 hours weekly.

Ineligible individuals

- Seasonal employees
- Leased employees
- Temporary employees
- Independent contractors
- Full time member of the armed forces of any country
-

Class 1	Active Legislators
Class 2	Benefit eligible employees of the State
Class 3	Local Public Body (LPB) benefit eligible employees
Class 4	Benefit eligible employees classified by the Employer as law enforcement officer(s)
Class 5	Benefit eligible employees classified by the Employer as undercover agents
Class 6	Benefit eligible employees of New Mexico Public School Insurance Authority

Basic Life (Plan 1)

Class	Benefit Amount	Contribution
Class 1-5	1. \$50,000 (Class 1, 2, 3 & 5) 2. \$75,000 (Class 4) 3. <i>For all active state police and juvenile and adult correctional officers/specialists</i> – an additional \$25,000, known as additional AD&D Line of Duty Coverage (Class 4) 4. <i>For undercover agents only</i> – an additional \$250,000 AD&D Line of Duty Coverage (Class 5)	Class 1: Contributory Class 2-5: 100% Employer paid (non-contributory)

Additional Employee Life (Plan 2)

Class	Benefit Amount	Contribution
Class 1	\$10,000 increments up to \$400,000; GI: \$150,000	100% paid by legislators
Class 2-6	\$10,000 increments up to \$500,000; GI \$150,000	100% paid by employee

Basic Dependent Life (Plan 1)

Class	Benefit Amount	Contribution
Class 1	Spouse/Domestic Partner: \$10,000 increments up to \$250,000; GI \$30,000.00 Child: \$5,000 increments up to \$15,000	100% paid by legislators

Class	Benefit Amount	Contribution
Class 2-5	Spouse/Domestic Partner: \$10,000 increments up to \$250,000; GI \$30,000.00 Child: \$5,000 increments up to \$15,000	100% paid by employee

All levels of coverage come with matching Accidental Death and Dismemberment coverage.

EOI	Short Form required if application after first 31 days or coverage requested is over the GI
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Short and Long Term Disability

The HCA self-administers their Disability plans, and is seeking quotations for Disability Coverage. HCA reserves the right to accept or reject bids for Short-Term Disability (STD) and Long-Term Disability (LTD). If a quotation is accepted, please note that HCA retains the right to implement the program at any time during the contract period.

No taxes will be withheld from the benefit payments due to the employee paying the full premium costs.

STD Benefit	60% of gross weekly earnings, less any deductible sources of income
Maximum	\$500 per month
Elimination Period	28-day elimination period (maternity 4 week EP)
Maximum Benefit Period	26 weeks
Funding Mechanism	Contributory. Employees pay 100% of premium

LTD Benefit	40% of regular monthly earnings, less any deductible sources of income
Maximum	\$2,000 per month
Maximum Benefit Period	18 months
Funding Mechanism	Contributory. Employees pay 100% of premium

New Mexico Public School Insurance Authority (NMPSIA)

General Information

Definition of eligibility

- An active benefits eligible employee of a New Mexico Public School Insurance Authority (NMPSIA) participating Employer that includes active benefits eligible employee of New Mexico Institute of Mining and Technology, regularly working at least 20 hours per week (unless the employer district has a NMPSIA Board approved annual part-time resolution for 14 or more hours worked per week). For Basic Life, the minimum eligibility is 14 hours per week for a benefits-eligible employee. The minimum hours quoted for benefits eligibility represent NMPSIA's Rules as of 7/1/2027. A participating employer may set higher thresholds for benefits eligibility but they are not allowed to set thresholds below the NMPSIA Rule.
- An actively serving school board member, governing body member of an Employer or retirees of an Employer. NOTE: There is a closed class of eight (8) Grandfathered School Board Members who are now retired, but are allowed to keep any Additional Voluntary Life coverage they had elected prior to retirement. They pay 100% of the cost on a direct-bill basis. Coverage for this Grandfathered group terminates upon death (or upon non-payment of premium).
- This group of retirees will become a closed class and life amounts will be grandfathered as of July 1, 2027. For purposes of continuing Additional Voluntary Life with NMPSIA upon retirement, on a self-pay basis, an employee of Clovis, Dora, or Portales School District who retired under their Employer's retirement program on or after January 1, 1990, and who is less than age 70.
- For purposes of continuing Additional Voluntary Life with NMPSIA upon retirement, on a self-pay basis, an employee of a NMPSIA participating employer, who retired under their Employer's retirement program on or after January 1, 1990, and who is less than age 65.
- An employee of New Mexico Institute of Mining and Technology who retired under your Employer's retirement program

Ineligible individuals

- Seasonal employees
- Leased employees
- Independent contractors, other than a single-bus owner operator
- Substitutes
- Full time member of the armed forces of any country

Class 1	Active School Board members or governing body members
Class 2	Active members other than elected School Board members or governing body members
Class 3	Retired Members
Class 4	Active Members of New Mexico Institute of Mining and Technology
Class 5	Retired Members of New Mexico Institute of Mining and Technology
Class 6	Superintendent of Albuquerque Public Schools

Class 7	Retired Members of Albuquerque Public Schools
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Additional Retiree Life (Plan 1)

Class	Benefit Amount	Contribution
Classes 1, 3 & 7	None	N/A
Class 2	One of the following options as chosen by the participating employer: Option A: \$10,000 Option B: \$25,000 Option C: \$50,000	100% employer paid
Class 4	\$50,000	100% institute paid
Class 5	\$10,000	100% employee paid
Class 6	\$260,000	100% employer paid

Additional Voluntary Employee Life (Plan 2)

Class	Benefit Amount	Contribution
Class 1	One of the following options as chosen by the participating employer district: Option A: \$10,000 Option B: \$25,000 Option C: \$50,000	100% active board or governing board member paid
Class 2 & 6	Employer offers additional life insurance. The benefit is: 1 to 3 times annual earnings, (earnings are rounded up to the next higher \$1,000 to determine the benefit amount and premium), up to \$600,000 maximum. (Evidence is required for amounts above \$500,000 up to the maximum.)	100% employee paid
Class 3	The amount of additional retiree life insurance in force on the day before retirement, but not to exceed \$300,000	100% retiree paid
Class 4	1 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000, maximum amount is \$600,000. (Evidence is required for amounts above \$500,000 up to the maximum.)	100% employee paid
Class 5	None	N/A

Class	Benefit Amount	Contribution
Class 7	Life amounts equal to amounts in place on 6/30/2027	100% retiree paid

Additional Voluntary Dependent Life (Plan 2)

Additional Voluntary employee life (plan 2) must be elected in order to cover a spouse or child under the dependent life options.

Spouse Life:

Class	Benefit Amount	Contribution
Class 1	If the actively serving school board member or governing body member of an Employer elects to add Dependent Life Insurance, the spouse benefit is 50% of the additional participant life (Plan 2) insurance benefit.	100% actively serving school board member or governing body member paid
Classes 2, 3 & 6	If the active employee or retiree chooses to offer Dependent Life Insurance, the spouse benefit is the lesser of 50% of the additional employee or retiree life (Plan 2) insurance benefit amount OR 1 times annual earnings.	100% employee paid
Class 4	\$30,000	100% employee paid
Class 5 & 7	None	N/A

Child Life

For all classes (except Class 5 & 7): If the employee/participant chooses to offer Dependent Life Insurance, the benefit amount is \$10,000.

Basic and Additional Accidental Death and Dismemberment (Plan 1 and Plan 2)

Basic AD&D (Plan 1)

- Classes 1, 3 & 7: None
- Class 2, 4,& 6 (Noncontributory): The amount of Plan 1 AD&D insurance benefit is equal to the amount of the basic life (Plan 1) insurance benefit
- Class 5 (Contributory): The amount of Plan 1 AD&D insurance benefit is equal to the amount of the basic life (Plan 1) insurance benefit

Additional AD&D (Plan 2): Employee Only

- Class 5 & 7: None
- Class 1, 2, 3 and 4 (Contributory): The amount of Plan 2 Employee AD&D insurance benefit is equal to the amount of the additional life (Plan 2) insurance benefit
- Dependent AD&D – there is no AD&D benefit for spouses or children

See table below for details of AD&D benefits.

Description	NMPSIA Benefit
Life/AD&D Insurance As selected by schools or other educational entities. Refer to employer matrix in program guide or http://nmpsia.com .	Life/AD&D for Class 1 Option A \$10,000/\$10,000 Option B \$25,000/\$25,000 Option C \$50,000/\$50,000
Additional Voluntary Life/AD&D	Additional Voluntary AD&D for employee only 1, 2, or 3x annual earnings. Maximum \$600,000 for Class 2, 4, & 6. Additional Voluntary AD&D for retiree only . Guarantee issue amount \$300,000 for Class 3. For Class 5, Plan 1 is \$10,000. Spouse (or Domestic Partner) Additional Voluntary Life limited to 1x employee's earnings or 50% of employee's amount, whichever is less for Classes 1, 2, 3, & 6 and for Class 4 amount is \$30,000. No AD&D for spouse or domestic partner. Child from birth thru under age 26 \$10,000
Waiver of Premium	Disability commences prior to age 60; Disability for 6 months; terminates at age 65 for Basic Life; no termination date for Additional Voluntary Life
Cost Basis Basic Life and AD&D Additional Voluntary Life and AD&D	Non-contributory for all benefits eligible employees working 14 or more hours per week Employee pay all
Guarantee Issue	Plan 2 guaranteed issue amount of \$500,000, With EOI up to \$600,000 Plan 2, Class 3 up to \$300,000
EOI	Electronic Form required if application after first 60 days or increase over \$500,000 up to \$600,000.

Long Term Disability

Active, full-time (or part-time for certain employers) employees only. Each participating Employer pays a portion of LTD premium, based on the Employees' contract annual salary or state mandated contribution. The same employee eligibility rules apply to LTD as Additional Voluntary Life. LTD has a 12-month pre-existing condition clause.

Taxation of any LTD benefit paid will vary, based on the portion of premium paid by each participating employer.

LTD Benefit	66 2/3% of the first \$7,500 of pre-disability earnings, reduced by deductible income
Maximum	\$5,000 before reduction by deductible income
Minimum	\$100
Assisted Living Benefit	An additional 13 1/3% of the first \$7,500 of pre-disability earnings (not to exceed \$1,000)
Elimination Period	Participating employer chooses: Option 1: 30 days Option 2: 60 days Option 3: 90 days
Own Occupation Period	The first 24 months for which LTD benefits are paid
Maximum Benefit Period	Social Security Normal Retirement Age (see schedule for disability occurring after age 55)
Funding Mechanism	Contributory by the employer and employee.

Please note that NMPSIA is not interested in receiving quotes for STD.

[New Mexico Retiree Health Care Authority \(NMRHCA\)](#)

General Information

Retirees may enroll for Life coverage with both NMRHCA, as well as with their former employer, if the former employer offers Retiree Life coverage.

Definition of eligibility

Retiree who participates under the New Mexico Retiree Health Care Authority.

Ineligible individuals

- Leased employees
- Independent contractors
- Full time member of the armed forces of any country

Class 1	Eligible members currently enrolled in any NMRHCA medical plan
Class 2	All other eligible members

Additional Retiree Life¹ (Plan 1)

¹ Prior to January 1, 2021, Plan 1 was referred to as Basic Life.

Class	Benefit Amount	Contribution
Class 1	For class 1 retirees prior to January 1, 2012: \$6,000	100% retiree paid
Class 2	For class 1 retirees after January 1, 2012: None	N/A

Additional Retiree Life (Plan 2)

Class	Benefit Amount	Contribution
Classes 1 & 2	10 benefit amount options: (\$2k, \$4k, \$6k, \$8k, \$10k, \$15k, \$20k, \$40k, \$46k, \$60k)	100% retiree paid

Additional Dependent Life (Plan 2)

	Benefit Amount	Contribution
Spouse	10 benefit amount options: (\$2k, \$4k, \$6k, \$8k, \$10k, \$15k, \$20k, \$40k, \$46k, \$60k) Amount may not exceed 100% of the total amount of retiree life insurance under the basic and additional life plans	100% retiree paid
Child	3 benefit amount options (\$2,500, \$5,000, or \$10,000) Amount may not exceed 100% of the total amount of retiree life insurance under the basic and additional life plans	100% retiree paid

Basic Accidental Death and Dismemberment (Plan 1)

The NMRHCA does not offer AD&D coverage.

Long Term Disability

The NMRHCA does not offer Long Term Disability coverage.

2. Requested Plan Designs

New Mexico Health Care Authority (HCA)

1. Quote Life and Disability on a Fully Insured basis, duplicating current benefits as closely as possible. Any deviation from the current plan not specifically requested below should be clearly identified in your proposal.

Basic Life must NOT exclude Suicide.

Currently:

- Benefit eligible employees are automatically covered for \$50,000 Basic Life and AD&D coverage.
- The employee is given the option to election additional supplemental coverage – in

- increments of \$10,000.00; GI \$150,000 at time of hire, at a maximum of \$500,000
- The employee is given the option to elect additional dependent life & AD&D coverage for family:
- Spouse/Domestic Partner: increments of \$10,000; GI \$30,000 at first-time introduction to the program, at a maximum of \$250,000
- Dependent children (married up to the age of 26) GI: increments of \$5,000.00 at a maximum of \$15,000.00; Enrollment at any time. No EOI required.

Your quote should reflect the following changes:

- a) Quote Spouse/Domestic Partner and Child coverage only as a Dependent Additional (“Additional” meaning voluntary coverage paid 100% by the Employee) Life and AD&D plan. Do not quote any Spouse/Domestic Partner and Child coverage under the Basic Life and AD&D plan.
- b) Current Spouse/Domestic Partner and Child coverage MUST be extended/grandfathered. Employees who wish to have Spouse/Domestic Partner and/or Child coverage will be required to make new elections under the Dependent Additional Life and AD&D plan.
- c) Quote Spouse/Domestic Partner and Child coverage as separate elections.
- d) Quote Spouse/Domestic Partner coverage on an age-rated basis.
- e) Quote the following benefit options for the Spouse/Domestic Partner: Increments of \$10,000 up to \$250,000. \$30,000 highest Guarantee Issue amount
- f) Quote the following Child(ren) coverage. \$5,000 per Child, effective on date of birth. Include the current disabled dependent provisions. Maximum \$15,000. Premium should be the same for one or multiple children.
- g) Quote Portability on the Basic Life and AD&D (Portability is already included in Voluntary Life and AD&D contract).

Employees currently enrolled in Additional Life and AD&D and Disability must be allowed to Grandfather their coverage at existing amounts, with no Evidence of Insurability.

VERY IMPORTANT SPECIFICATIONS REGARDING ADMINISTRATION OF THE LIFE AND DISABILITY PLANS:

Offerors are being asked to propose options for Basic, Dependent Additional, and Employee Additional Life and AD&D and Disability coverage that are fully administered by the Contractor, as follows.

Basic (Employer Paid) Benefits:

- a) The HCA will send a monthly file of eligible employees (State and LPBs) and the corresponding premium for the Basic (employer paid) benefits, including premiums for the additional \$25,000 AD&D Line of Duty benefit. These reports will also provide dependent coverage amounts.
- b) The insurance carrier will retain the files to verify eligibility in the case of a claim.
- c) The insurance carrier will collect and maintain beneficiary information for all eligible employees.
- d) At the time of claim, the Contractor should not require intervention from HCA.
- e) Coverage for undercover agents will continue to be coordinated directly between the

insurance carrier and the agency or LPB covering those individuals. The insurance carrier will work independently with the agency or LPB employing the undercover agent(s) to maintain eligibility, collect premiums, and file claims.

Employee and Dependent Additional (Employee Paid) Benefits:

The member's coverage will be maintained in the State's and State's Third-Party Administrator (TPA), EASI Gov, Inc.'s Eligibility Systems.

- a) The TPA will submit requests for additional coverage. The Contractor would process any required Evidence of Insurability issues/applications directly with the participant. The HCA would not facilitate EOI communication, including approval/denial, on behalf of the vendor. Once approved the Contractor will notify TPA of the approved amount in order to start/adjust premium deductions.
- b) The State will maintain enrollment site.
- c) The TPA would receive other eligibility documentation (such as birth or marriage certificates) and Beneficiary Forms.

NOTE: Please provide a quotation, and explicitly state if you are not able to provide the administrative services as requested by the HCA. Vendors must complete RFP Attachment 2, confirming which of the administration services requested can be provided. If vendors are able to provide some, but not all of, the administrative services requested, please explicitly describe what services can and cannot be provided. For HCA, preference will be given to vendors that can provide the administrative services being requested.

New Mexico Public School Insurance Authority (NMPSIA)

- 1. NMPSIA is adding Class 6 for Active Superintendent Plan 1 and Plan 2 with AD&D, Plan 2 spouse and child life.
- 2. NMPSIA will be grandfathering all current members on life, AD&D and Long Term Disability effective 7/1/2027.
- 3. NMPSIA will be grandfathering all APS retiree life classes into a new Class 7 for Plan 2 for life amounts in effect on 6/30/2027.
- 4. NMPSIA will be offering a full open enrollment for benefits eligible members who are not enrolled, to be effective 7/1/2027.
- 5. NMPSIA will be grandfathering Long Term Disability Pre-existing condition clause for existing employees with Long Term Disability as of 6/30/2027.
- 6. NMPSIA will be incorporating a Rule change to extend the timeline to enroll in Additional Voluntary Life and Long Term Disability from 31 days to 60 days effective 7/1/2027.
- 7. NMPSIA will be incorporating a Rule change for minimum hours worked per week to 14 for Plan 1 Basic Life and Plan 2 Additional Voluntary Life part-time employees with a NMPSIA Board approved part-time resolution.
- 8. Quote only the current Basic Life and AD&D, Additional Life and AD&D, and Long Term Disability plan designs, on a Fully Insured basis. Duplicate the current plan designs and NMPSIA policy certificates as written.
- 9. Duplicate the current Basic Life and AD&D Specified Disease benefit.
- 10. Duplicate the current Plan 2 Life Accelerated Benefit for covered employee and covered spouse.
- 11. Basic Life must NOT exclude Suicide.

12. Additional Voluntary Life includes a suicide exclusion of 2 years.
13. NMPSIA will be grandfathering life eligibility for Class 3 Retirees enrolled for Plan 2 who are less than age 70 at Clovis, Dora, and Portales effective 7/1/2027.
14. NMPSIA will be offering life eligibility for Class 3 Retiree Plan 2 life to all retirees through age 65 effective 7/1/2027.
15. NMPSIA will be adding AD&D to Class 1 Plan 2 eligible participants effective 7/1/2027.

New Mexico Retiree Health Care Authority (NMRHCA)

1. Quote the current NMRHCA Plan 1 Basic Life, Plan 2 Additional Retiree Life, spouse or domestic partner life, dependent child life, and survivor life plan designs on a fully insured basis. The Additional Life plan does not have AD&D benefits. Duplicate the current Life plan design as closely as possible.
2. Effective January 1, 2021, the Basic Life coverage was fully converted to a 100% paid benefit by members, with no future enrollees into this class. Coverage amounts under the Basic Life plan were added to any existing Additional Life elections, and must be Grandfathered, with no Evidence of Insurability requirements.
3. NMRHCA is seeking competitive rates and administration of the current benefits and the quoted plan must closely meet the current coverage as described in this RFP, the current group policy and certificate, eligibility and enrollment files, current rate schedules, and other RFP attachments.
4. The NMRHCA premium rate schedule in effect on June 30, 2027, must remain unchanged from July 1 through December 31, 2027. The awarded rate schedule may first become effective January 1, 2028. No implementation fee, transition surcharge, load, or other charge may be included in or added to a member's premium during the six-month hold period. Any separately proposed agency-level implementation charge must be clearly disclosed and will apply only if expressly accepted in the resulting contract.

3. Administrative Services

- Offeror must provide a detailed implementation plan with complete timeline for each of the IBAC agencies (HCA, NMRHCA, NMPSIA) for the services requested in this RFP, including any specific transition issues. The implementation plan must identify the required involvement of IBAC personnel. Also provide an organization chart of all personnel to be involved in the implementation. This should be provided in the section indicated in Part III. Response Format and Organization.
- Offeror must provide electronic samples of your standard reporting package. This should be provided in the section indicated in Part III. Response Format and Organization.
- **Enrollment and Agency Meeting Requirements:** 12 IBAC meetings per year.

New Mexico Health Care Authority (HCA)

1. **Enrollment and Agency Meeting Requirements:** Offeror would be required to attend a one hour video-taping for training purposes, and each vendor will be responsible for their portion of the cost of video-taping carrier overviews of benefit plan information. May also be requested to attend on-site training twice a year. Other meeting needs include attendance at approximately at 8 health fairs, 12 statewide annual open/switch enrollment meetings, and 4 group benefit committee meetings (the number of actual meetings may vary).
2. **Administrative Services for the Basic (Employer Paid) plan:**
 - a. The HCA will send a monthly file of eligible employees (State and LPBs) and the corresponding premium for the Basic (employer paid) benefits, including premiums for the additional \$25,000 AD&D Line of Duty benefit. These reports will also provide dependent coverage amounts.
 - b. The insurance carrier will retain the files to verify eligibility in the case of a claim.
 - c. The insurance carrier will collect and maintain beneficiary information for all eligible employees.
 - d. At the time of claim, the Contractor should not require intervention from HCA.
 - e. Coverage for undercover agents will continue to be coordinated directly between the insurance carrier and the agency or LPB covering those individuals. The insurance carrier will work independently with the agency or LPB employing the undercover agent(s) to maintain eligibility, collect premiums, and file claims.
3. **Administrative Services for the Employee and Dependent Additional (Employer Paid) plan:**
 - a. The TPA will submit requests for additional coverage. The Contractor would process any required Evidence of Insurability issues/applications directly with the participant. The HCA would not facilitate EOI communication, including approval/denial, on behalf of the vendor. Once approved the Contractor will notify TPA of the approved amount in order to start/adjust premium deductions.
 - b. The State will maintain enrollment site.
 - c. The TPA would receive other eligibility documentation (such as birth or marriage certificates) and Beneficiary Forms.
4. **Payment Terms and Conditions:** The IBAC agencies cannot pay premium in advance. HCA will pay within 30 days following the month of service for fully insured contracts.

New Mexico Public School Insurance Authority (NMPSIA)

1. **Enrollment and Agency Meeting Requirements:** 10 BAC/Board meetings (2 days each) plus approximately 6 regional participating employer meetings (mostly in June) each contract year. New hire, health fair attendance and other meetings throughout each contract year as requested.

2. **Quarterly Update Meeting Requirements;** Meet quarterly with NMPSIA to discuss any updates and share quarterly data.
3. **Annual Reporting Review:** Provide annual reports and data to support the status of the policies and present information to NMPSIA and at scheduled monthly Benefits Advisory Committee and Board of Directors meetings.
4. **Payment Terms and Conditions:** The IBAC agencies cannot pay premium in advance. NMPSIA will pay within the first 10 days of the month of service for fully insured contracts.

New Mexico Retiree Health Care Authority (NMRHCA)

1. **Enrollment and Agency Meeting Requirements:** 12 Agency/board meetings, 1 health fair, 4 group training sessions, and approximately 20 statewide annual switch enrollment meetings each contract year.
2. **Payment Terms and Conditions:** The IBAC agencies cannot pay premium in advance. NMRHCA will pay within the first 10 days of the month of service for fully insured contracts.

B. TECHNICAL SPECIFICATIONS

The awarded Offeror(s) responses to Section IV.B and C will be included, at the discretion of the Agency, to define the Scope of Work/Services in the resulting Contracts.

1. Organizational Experience

Offeror **must**:

- a) provide a brief description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Group Basic Life and AD&D, Group Voluntary Life and AD&D, and Group Long Term Disability Coverage. All Group Basic Life and AD&D, Group Voluntary Life and AD&D, and Group Long Term Disability Coverage provided to private sector will also be considered;
- b) provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the New Mexico-based Account Specialist, Account Manager, Implementation Manager and designated Account Management Team. Offeror must include key personnel education, work experience, relevant certifications/licenses.
- c) indicate how many Group Basic Life and AD&D, Group Voluntary Life and AD&D, and Group Long Term Disability insurance policies have been installed in the last two years and what percentage of business revenue is derived from Group Basic Life and

AD&D, Group Voluntary Life and AD&D, and Group Long Term Disability insurance engagements.

- d) describe at least two project successes and two project failures of a Group Basic Life and AD&D, Group Voluntary Life and AD&D, and Group Long Term Disability Coverage engagement. Include how each experience improved the Offeror's services.

2. Organizational References

Three (3) external references from similar projects/programs, performed for private, state, or large local government clients with over 30,000 covered lives each within the last three (3) years should be received by the designee identified on APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"). Any submitted references must be received by the deadline stated on APPENDIX F.

The references to whom the Offeror provides the Questionnaire **must submit the Questionnaire directly to the designee identified on APPENDIX F. The references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed Questionnaires are submitted **on or before the deadline stated on APPENDIX F. NO LATE QUESTIONNAIRES CAN BE ACCEPTED.**

Offerors are encouraged to request that their chosen references provide detailed and informative comments.

The Offeror, itself, does not need to submit anything for this Specification in its proposal. The Offeror may, if it chooses, include a list of all organizations to whom Offeror sent the Organizational Reference Questionnaire (APPENDIX F).

3. Mandatory Specification

Offeror, **including incumbents who submit a proposal**, must agree, in a statement of concurrence, to the following:

- If awarded, Offeror shall not request or require contract language that would have the Procuring Agency or the State of New Mexico defend, indemnify, or hold harmless the Contractor for actions, proceedings, claims, demands, costs, damages, attorneys' fees, or any other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement.
- Offeror is able to provide and maintain the insurance described in Section IV.A Detailed Scope of Work, and is also able to provide all personnel and expertise related to that insurance.
- Offeror is duly qualified to do business in the State of New Mexico.

- Offeror shall respond to request for information within an agreed upon timeframe with each agency and will attend meetings as requested (these include both IBAC and individual agency meetings).
- Offeror has submitted Life Insurance rates that will be guaranteed for the four-year contract period.
- Offeror has submitted Long Term Disability rates that will be guaranteed for two years.
- Offeror has submitted rates which are fully-insured arrangements.
- Offeror agrees to retain each agency's data onshore; offshore storage is NOT permitted.
- Offeror agrees to protect any Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, Offeror shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically managed Confidential Information.

4. Technical Requirements

The Offeror must complete the following sections of the Technical Response Questionnaire - Attachment 1:

Qualifications & Experience

Responses should demonstrate that you possess the appropriate background, qualifications, and relevant experience to serve public sector entities of a comparable size to the IBAC agencies.

Minimum Qualifications

The IBAC is seeking responses from qualified Offerors. Each IBAC agency is responsible for negotiating the final terms and conditions of any resulting agreement. Each IBAC agency may include your responses to this RFP as a part of any definitive agreement.

Account Management

The IBAC prefers a New Mexico-based Account Specialist. In addition, responses should demonstrate that an Account Manager and a designated Account Management Team will also be provided and will be responsive to the needs and requests of the IBAC and each agency.

Customer Service

Responses should demonstrate the administrative capability and suitability to provide all desired services as stated in this RFP including customer service call center, technological capability (technology tools and services offered to both the IBAC agency and members), claim and other financial data reporting capability, and accurate and timely processing of claims.

Financial

Responses should provide clarity about administrative billing and banking processes. IBAC agencies would prefer to minimize deviations from existing processes.

Underwriting

Responses should describe how Offeror will adhere to underwriting requirements as outlined in this RFP.

Communications/Reporting

The IBAC would like to receive annual claims reports, premium, and enrollment information.

Basic Life & AD&D

Responses should demonstrate how you will provide employer-paid benefits as described in this RFP to protect eligible IBAC agency participants and their families in the event of death or certain injuries from an accident.

Voluntary Life & AD&D

Responses should demonstrate how you will provide employee-paid benefits as described in this RFP to protect eligible IBAC agency participants and their families in the event of death or certain injuries from an accident.

Long Term Disability

Responses should demonstrate how you will provide Long Term Disability benefits as described in this RFP to protect eligible IBAC agency participants who are unable to work for a long period due to an accident, illness, or injury.

5. Desirable Specification

Offeror may provide information about other programs, services, and benefit enhancements that may be of interest to the IBAC agencies. The Offeror should **complete the Desirable Specifications Questionnaire - Attachment 2** that asks about specific areas of interest as well as providing an opportunity for Offerors to describe any other enhancements it is proposing.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must provide its most recent rating from two or more of the following independent rating agencies: A.M. Best, Moody's, and Standard & Poor's as responses to Technical Proposal Questionnaire items 1.7, 1.8, and 1.9.

If Offeror has not been rated by two or more of these agencies, Offeror must submit copies of the prior three years' independently audited financial statements and the most current 10K, 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). The IBAC Agencies reserve the right to request the audited financial statements described above at any time.

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

4. Oral Presentation

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.9, Oral Presentations may be held at the sole discretion of the Evaluation Committee.

5. Cost

Offerors must complete the Cost Proposal Workbook in RFP Attachment 3. Cost will be measured by Cost will be measured as the total premium cost during the maximum four-year contract term in the case of Life Insurance, and total premium cost during the initial two years of the contract plus total premium cost during the second two years based on rate caps provided for each year in the case of Long Term Disability Insurance. All charges listed must be directly related to the requested scope of work.

6. New Mexico/Native American Resident Preferences

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
B. Technical Specifications (600 Total Points)	
B. 1. Organizational Experience	25
B. 2. Organizational References	15
B. 3. Mandatory Specifications	Pass/Fail
B. 4. Technical Requirements	
Qualifications & Experience	45
Minimum Bid Qualifications	45
Account Management	55
Customer Service	55
Financial	45
Underwriting	40
Communication/Reporting	40
Basic Life & AD&D	75
Voluntary Life & AD&D	75
LTD	65
B. 5. Desirable Specifications	20
C. Business Specifications (400 Total Points)	
C. 1. Financial Stability	Pass/Fail
C. 2. Letter Of Transmittal	Pass/Fail
C. 3. Campaign Contribution Disclosure Form	Pass/Fail
C. 4. Oral Presentations	100
C. 5. Cost	
Basic Life and AD&D, Voluntary Life and AD&D	200
Long Term Disability	100
TOTAL POINTS AVAILABLE	1,000
C. 6. New Mexico / Native American Resident Preference	80
C. 6. New Mexico / Native American Resident Veteran Preference Points per Section IV C.7	100

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

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

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

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

Points will be awarded based upon an evaluation of the responses to the questions provided on the Questionnaire (APPENDIX F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. References not received by the stated deadline on APPENDIX F will earn zero (0) points. For example: if two (2) references are received, the Offeror would only be eligible for a maximum of two-thirds (2/3) the total available points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information at the same time.

3. B.3 Mandatory Specifications

Pass/Fail only. No points assigned.

4. B.4 Desirable Specifications

Points will be awarded based on the thoroughness and clarity of Offeror's response in this section. The evaluation committee will also weigh the extent, significance and relevancy and value of the responses to the following sections of the Technical Requirements Questionnaire:

- Qualifications & Experience
- Minimum Qualifications
- Account Management
- Customer Service
- Financial
- Underwriting
- Communications/Reporting
- Basic Life & AD&D

- Voluntary Life & AD&D
- Long Term Disability

5. B.5 Desirable Specifications

Points will be awarded based on an evaluation of the responses to the Desirable Specifications Questionnaire.

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

Pass/Fail only. No points assigned.

7. C.2 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

8. C.3 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

9. C.4 Oral Presentation (See Table 1)

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

10. C.5 Cost (See Table 1)

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

Lowest Responsive Life Insurance Offeror's Cost

Each Offeror's Life Insurance Cost

X Available Life Insurance Award Points

Lowest Responsive Offeror's LTD Insurance Cost

Each Offeror's LTD Insurance Cost

X Available LTD Insurance Award Points

Offeror's cost will be determined as the total premium cost during the maximum four-year contract term in the case of Life Insurance, and total premium cost during the initial two years of the contract plus total premium cost during the second two years based on rate caps provided for each year in the case of Long Term Disability (LTD) Insurance.

11.C.6. New Mexico/Native American Resident Preferences

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

A. New Mexico Resident Business Preference / Native American Resident Preference

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

B. New Mexico/Native American Resident Veteran Preference

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

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A
REQUEST FOR PROPOSAL

Group Basic Life and AD&D, Group Voluntary Life and AD&D, and
Group Long Term Disability Coverage
RFP#27-343-0380-00007

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Marisol Galvez E-mail: Marisol.galvez@rhca.nm.gov

Subject Line: Group Basic Life and AD&D, Group Voluntary Life and AD&D, and
Group Long Term Disability Coverage
RFP#27-343-0380-00007

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

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

(This field must be completed by the issuing State Agency. In most cases, the official identified will be the current Governor of New Mexico and Lieutenant Governor. If a local public body is using this template for their RFPs, it must complete this field with the applicable elected official(s).)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

APPENDIX C-1

DRAFT CONTRACT (HCA/NMRHCA)

The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

STATE OF NEW MEXICO
(NAME OF AGENCY)
PROFESSIONAL SERVICES CONTRACT # _____

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

2. Compensation.

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

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

(—OR—)

(CHOICE – MULTI-YEAR)

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

the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.

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

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

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

3. Term.

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

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a

substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

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

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

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

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

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

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

13. Amendment.

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

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt

of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and

after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

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

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

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

22. Invalid Term or Condition.

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

23. 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:
[insert name, address and email].

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 GSD/SPD Contracts Review Bureau below.

By: _____
Agency

Date: _____

By: _____
Agency's Legal Counsel – Certifying legal sufficiency

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

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

ID Number: 00-000000-00-0

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

APPENDIX C-2

DRAFT CONTRACT (NMPSIA)

The Agreement included in this Appendix C-2 represents the contract the Agency intends to use to make an award. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

New Mexico Public Schools Insurance Authority

**STATE OF NEW MEXICO
NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY**

PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Public Schools Insurance Authority (NMPSIA)**, hereinafter referred to as the “Authority,” 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 Authority.

IT IS AGREED BETWEEN THE PARTIES:

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the [**RFP, Number and Name**] and the Contractor’s response to such document(s) are incorporated herein by reference;

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

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

1. “**Actively at Work Provision**” means a group insurance policy provision that excludes coverage for an employee who is not at work because of an accident or sickness on the date the health policy becomes effective.
2. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement or an IBAC agency as the context requires.
3. “**Award**” means the final execution of the contract document.
4. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

5. **“Close of Business”** means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
6. **“Contract”** means any agreement for the procurement of items of tangible personal property, services, or construction.
7. **“Contractor”** means any business having a contract with a state agency or local public body.
8. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
9. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
10. **“IT”** means Information Technology.
11. **“Leased Employees”** means employees that have been attained from a professional employer organization (PEO). The PEO is the official employer of the leased workers and handles payroll, tax reporting, and benefits. However, the employees complete the work for the leasing company or business owner.
12. **“Mandatory”** – the terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor.
13. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
14. **“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.
15. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
16. **“Seasonal Employees”** means one who works for a specific period of time for a specific season of the employer. Seasonal employee is one who works 120 days a year or fewer, e.g., Part-time or Substitute Teacher, National Guard, Student, Forestry, etc.
17. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.

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

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

20. “**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.

21. “**State Purchasing Agent**” means the Director of the Purchasing Division of the General Services Department.

22. “**TPA**” means a Third Party Administrator that performs administrative services for a benefits plan such as enrollment assistance, consolidated billing, etc.

23. “**Written**” means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

3. **Compensation.**

A. The Authority shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Authority 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. The Contractor is responsible for notifying the Authority 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 the 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 Authority. All invoices MUST BE received by the Authority no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(—OR—)
(CHOICE – MULTI-YEAR)

- C. The Authority shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Authority to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.
- D. Payment in FYXX, FYXX, FYXX, and FYXX is subject to the 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 Authority. All invoices MUST BE received by the Authority 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.
- E. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Authority finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the Authority 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 Authority shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term.

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

5. Termination.

- A. **Grounds.** The Authority may terminate this Agreement for convenience or for cause. Contractor may terminate this Agreement only based upon the Authority's uncured material breach of this Agreement and in accordance with the notice and cure requirements set forth below.

B. Notice; Authority Opportunity to Cure.

1. **Termination by Authority.** Except as otherwise provided in Paragraph 4(B)(3), the Authority may terminate this Agreement for convenience or for cause by providing Contractor at least thirty (30) days' prior written notice of the intended date of termination.
2. **Termination by Contractor.** Contractor may terminate this Agreement based upon the Authority's material breach only by providing the Authority at least one hundred eighty (180) days' prior written notice of the intended date of termination. The notice shall identify with reasonable specificity each material breach upon which the proposed termination is based and the action Contractor contends is necessary to cure the breach.

The Authority shall have thirty (30) days after receipt of Contractor's notice to cure the identified material breach. If a material breach cannot reasonably be cured within thirty (30) days, the Authority shall not be deemed to have failed to cure if, within the thirty (30)-day cure period, the Authority provides Contractor written notice of its intent to cure, commences reasonable efforts to cure the breach, and thereafter diligently pursues such cure to completion.

Contractor may terminate this Agreement on the termination date stated in its notice only if the identified material breach remains uncured as of that date and the Authority has not otherwise satisfied the cure requirements of this Paragraph.

3. **Immediate Termination by Authority.** Notwithstanding the foregoing, the Authority may terminate this Agreement immediately upon written notice to Contractor if: (i) Contractor becomes unable to perform the Services required under this Agreement, as reasonably determined by the Authority; (ii) Contractor is suspended or debarred by the State Purchasing Agent; (iii) this Agreement terminates pursuant to Paragraph 5, "Appropriations"; or (iv) another provision of this Agreement expressly authorizes immediate termination.
- C. **Liability Upon Termination.** Except as otherwise expressly provided in this Agreement, the Authority's liability upon termination shall be limited to payment for Services satisfactorily performed and accepted by the Authority through the effective date of termination. Termination shall not waive or otherwise affect either party's rights, remedies, obligations, or liabilities arising from any act, omission, default, or breach occurring prior to the effective date of termination. Contractor shall submit its final invoice within thirty (30) days after the effective date of termination.
- Nothing in this Paragraph limits or waives any other right or remedy available to the Authority under this Agreement, at law, or in equity arising from Contractor's default or breach.
- D. **Termination Management.** Immediately upon receipt by either the Authority 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 Authority; 2) comply with all directives issued by the Authority in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Authority shall direct for the protection, preservation, retention or transfer of all property titled to the Authority 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 Authority upon termination and shall be submitted to the Authority as soon as practicable.

6. 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 Authority to the Contractor. The Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Authority 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.

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Authority 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.

8. 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 Authority.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Authority. 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 Authority.

10. Release.

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

11. 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 Authority.

12. 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 Authority 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.

13. Conflict of Interest; Governmental Conduct Act.

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 1. in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Authority employee while such employee was or is employed by the Authority and participating directly or indirectly in the Authority's contracting process;
 2. his Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
 3. in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Authority's making this Agreement;

4. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
 5. in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
 6. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Authority.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Authority relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Authority 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 Authority and notwithstanding anything in the Agreement to the contrary, the Authority may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

14. Amendment.

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the Authority proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

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

17. Equal Opportunity Compliance.

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

18. Applicable Law.

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

19. Workers Compensation.

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

20. Records and Financial Audit.

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

21. Indemnification.

A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Authority, the State of New Mexico, and their respective officers, employees, agents, boards, and representatives from and against any and all claims, demands, actions,

proceedings, damages, losses, liabilities, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or relating to:

1. any negligent act or omission, gross negligence, willful misconduct, or violation of law by the Contractor or its officers, employees, agents, subcontractors, or other persons for whom the Contractor is responsible;
 2. any material breach by the Contractor of its obligations, representations, or warranties under this Agreement;
 3. any actual or alleged infringement, misappropriation, or violation of any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right arising from any services, materials, work product, software, or other item provided by the Contractor under this Agreement;
 4. any unauthorized access to, acquisition, use, loss, alteration, destruction, or disclosure of confidential information or Authority Data to the extent caused by the acts or omissions of the Contractor or any of its officers, employees, agents, or subcontractors, including any failure to comply with the confidentiality, privacy, cybersecurity, or data-security requirements of this Agreement or applicable law; or
 5. any claim by an employee, agent, subcontractor, or other person engaged by the Contractor arising out of the Contractor's performance of this Agreement, except to the extent caused by the negligence or willful misconduct of the Authority.
- B. Scope. The Contractor's obligations under this Section apply to the acts and omissions of the Contractor and all persons or entities performing any portion of the Services on the Contractor's behalf. The Contractor shall not be relieved of its obligations under this Section by the use or approval of any subcontractor by the Authority.
- C. Notice and Defense. The Contractor shall promptly notify the Authority's General Counsel in writing of any claim, demand, action, suit, investigation, or proceeding that may give rise to an obligation under this Section, but in no event later than five (5) business days after the Contractor becomes aware of it. The Authority shall have the right to participate in the defense of any such matter with counsel of its choosing. The Contractor shall not settle any claim in a manner that imposes any liability, obligation, admission of wrongdoing, or non-monetary requirement upon the Authority or the State of New Mexico without the Authority's prior written consent.
- D. Survival. The obligations imposed by this Section shall survive the expiration or termination of this Agreement.

22. New Mexico Employees Health Coverage.

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

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

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing via electronic mail as follows:

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

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

26. Authority.

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

27. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any Authority response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the

Contractor's best and final offer if such has been made and accepted by the Authority; and (5) the Contractor's response to the request for proposals.

28. Succession.

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Contractor Personnel.

- A. **Key Personnel.** The Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Authority. Key personnel are those individuals considered by the Authority to be mandatory to the work to be performed under this Agreement. Key personnel shall be agreed upon by both the Authority and the Contractor.
- B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, qualifications and experience. If the number of Contractor's personnel assigned to the Authority is reduced for any reason, Contractor shall, replace with the same or greater number of personnel with equal ability, experience, and qualifications.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Authority.

31. Privacy and Security.

- A. **Compliance with Law.** Contractor shall comply with all applicable federal and state laws, regulations, and requirements governing the privacy, confidentiality, security, use, disclosure, retention, and protection of information received, accessed, maintained, created, or transmitted in connection with this Agreement, including, as applicable, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and its implementing regulations, 45 C.F.R. Parts 160 and 164. To the extent required by law or the nature of the Services, the parties shall execute an appropriate Business Associate Agreement prior to Contractor's receipt of Protected Health Information.
- B. **Authority Data.** For purposes of this Agreement, "Authority Data" means all information, data, records, files, or materials provided or made available to Contractor by or on behalf of the Authority or its participating members, or collected, created, maintained, processed, or generated by Contractor in performing the Services, including member, eligibility, enrollment, census, claims, health, financial, personally identifiable, confidential, and proprietary information.

Authority Data shall remain the property of the Authority or the party from whom it originated, as applicable. Contractor shall use Authority Data solely as necessary to perform its obligations under this Agreement and shall not sell, disclose, commercially exploit, or use Authority Data for any other purpose except as expressly authorized in writing by the Authority or required by law.

- C. **Security Safeguards.** Contractor shall establish, maintain, and enforce reasonable and appropriate administrative, technical, and physical safeguards designed to protect Authority Data against unauthorized access, acquisition, use, disclosure, alteration, loss, destruction, or other compromise. Such safeguards shall be appropriate to the nature and sensitivity of the Authority Data and the risks associated with Contractor's performance of the Services.
- D. **Security Incidents.** Contractor shall notify the Authority in writing as soon as practicable, but in no event later than twenty-four (24) hours after discovery of any actual or reasonably suspected unauthorized access to, acquisition, use, disclosure, alteration, loss, destruction, or compromise of Authority Data ("Security Incident").

Contractor shall promptly investigate any Security Incident, take reasonable measures to contain and mitigate its effects, preserve relevant evidence, and provide the Authority with timely information concerning the nature and scope of the Security Incident, the Authority Data affected, corrective measures taken or proposed, and such other information as the Authority may reasonably request.

Contractor shall reasonably cooperate with the Authority in investigating, responding to, mitigating, and providing any legally required notification concerning a Security Incident. Contractor shall not provide notice concerning a Security Incident identifying the Authority, its participating members, employees, or members to any third party, regulatory authority, or affected individual without prior consultation with the Authority, except to the extent Contractor is independently required by law to provide such notice.

32. Equitable Remedies

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Authority irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for the Authority, and the Contractor consents to the Authority's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance outside of the arbitration process as outlined in Section 29. Authority's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Authority may have under applicable law, including, but not limited to, monetary damages.

33. Default / Breach

In case of default and/or breach by the Contractor, for any reason whatsoever, the Authority and the State may procure the professional services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Authority and the State may also seek all other remedies under the terms of this Agreement and under law or equity.

34. Headings

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Numbered or lettered provisions, clauses, subclauses, paragraphs, subparagraphs, sections, and subsections contained herein, refer only to provisions, clauses, subclauses, paragraphs, subparagraphs, sections, and subsections of this Agreement unless otherwise expressly stated.

35. Covenant Against Contingent Fees.

Contractor agrees that no person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of the Contractor. For breach of this covenant the Authority may terminate this Agreement without liability, or the Authority may otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.

36. Third Party Beneficiaries

This Agreement is for the benefit of the Authority and the Contractor and not for any other person. It shall not create any legal relationship between the Contractor and any Member or any other party claiming any right, whether legal or equitable, under the terms of this Agreement or of the Plan.

37. Dispute Resolution

- A. Disputes. The parties shall first attempt to resolve any dispute regarding, arising out of, or relating to this Agreement (“Dispute”) informally prior to any formal resolution. The parties shall exhaust the following escalation procedures prior to initiating formal resolution by arbitration, as set forth below.
- B. Escalation Procedures. Either party may notify the other party of a Dispute (“Dispute Notice”) in writing by describing the nature of the Dispute with sufficient particularity, identifying the key persons involved, attaching key documents (collectively, “Information”) and identifying that party’s primary contact for the Dispute (“Primary Contact”). The receiving party shall, within twenty (20) calendar days, provide a written response (“Dispute Response”), providing that party’s response Information and Primary Contact. Within ten (10) Authority business days thereafter, the Primary Contacts will mutually arrange for, and the parties shall conduct, a meeting of the Primary Contacts to negotiate for each of the parties (collectively, “Representatives”) to attempt in good faith to resolve the Dispute (“Dispute Meeting”).
 1. In the event that a Dispute has not been resolved within thirty-five (35) calendar days of a Dispute Meeting, either Party may initiate mediation by providing written notice to the other Party, which shall be conducted in New Mexico, in accordance with the American Arbitration Association Commercial Mediation Rules (“Mediation”) using American Arbitration Association mediators or upon consent of both parties a mediator selected through agreement of the parties.. Each Party shall assume its own costs and attorneys’ fees, and the compensation and expenses of the mediator and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the Parties. The Parties shall not, however, be required to mediate the Controversy.

2. In the event that a Dispute has not been resolved by a Dispute Meeting or Mediation within 90 days of the Dispute Meeting, the Dispute shall be settled exclusively by binding arbitration. The arbitration shall be conducted in Albuquerque or Santa Fe, New Mexico, in accordance with the New Mexico Uniform Arbitration Act and American Arbitration Association Commercial Arbitration Rules, and which to the extent of the subject matter of the arbitration, shall be binding not only on all Parties to this Agreement but on any other entity controlled by, in control of or under common control with the Party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the arbitrator and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the Parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity may be instituted by any Party other than to enforce the award of the arbitrator. In the event of conflict between the New Mexico Uniform Arbitration Act and the American Arbitration Association Commercial Arbitration Rules, the New Mexico Act shall govern.

C. **Judicial Resolution.** If the Dispute is not resolved through mediation, either party may commence an action concerning the Dispute in the First Judicial District Court, Santa Fe County, New Mexico. To the fullest extent permitted by law, each party consents to the jurisdiction and venue of that Court for any action arising out of or relating to this Agreement.

D. **Equitable and Emergency Relief.** Notwithstanding the foregoing, the Authority shall not be required to complete the informal dispute-resolution or mediation procedures before seeking temporary, preliminary, injunctive, or other equitable relief when the Authority reasonably determines that immediate judicial relief is necessary to protect Authority Data or Confidential Information, prevent or mitigate a security incident, protect public funds or property, preserve legal rights or remedies, or prevent immediate or irreparable harm.

38. Cyber Insurance.

Cyber Insurance. Contractor will maintain in force during the term of this Agreement cyber liability insurance with limits as prescribed on the Declarations Page but not less than a limit of \$10,000,000 per claim or aggregate having an A.M. Best rating of A-Class VIII or better at the inception of each policy. Such coverage shall include but not be limited to, third party liability coverage for loss or disclosure of data, including liability arising out of Contractor's failure to protect any information deemed confidential by any applicable or governing law, statute or regulation. Upon request, Contractor shall provide evidence of continuous coverage to the Authority. Contractor will notify the Authority immediately if Contractor's insurance coverage is reduced beyond the requirements herein or terminated and not immediately replaced by a substantially similar insurance program without a disruption in coverage while continuing to meet the requirements herein. The retroactive date of this insurance policy(ies) shall be no later than the effective date of the Agreement. Contractor shall continue to purchase like coverage or procure an extended reporting period to ensure coverage remains in place for a period of not less than two (2) years after the termination of this Agreement.

39. General Liability Insurance.

The Contractor shall at all times during the term of this Agreement maintain in effect a policy or policies having an A.M. Best rating of A- Class VIII or better at the inception of each policy, for bodily injury liability, personal injury, advertising injury and property damage, including product liability insurance with limits as prescribed on the Declarations Page but not less than \$1,000,000 per occurrence and \$2,000,000 in the general aggregate and products/completed operations aggregate (whichever is greater) insuring against liability of the insured with respect to premises and products/completed operations. The coverage afforded to the additional insureds under The Contractors' policy shall be primary insurance and noncontributory. The Authority and its elected and appointed officers, boards, commissions, agents, and employees shall be named/included as Additional Insureds.

40. Umbrella Liability or Excess Liability Insurance.

Contractor shall provide limits as prescribed on the Declarations Page but not less than \$15,000,000 per occurrence and \$15,000,000 in the aggregate having an A.M. Best rating of A- Class VIII or better at the inception of each policy. This insurance shall be written on a follow-form basis.

41. Professional Liability (Errors & Omissions) Insurance.

Contractor shall provide limits not less than \$10,000,000 per claim or aggregate having an A.M. Best rating of A- Class VIII or better at the inception of each policy. The retroactive date of this policy(ies) shall be no later than the effective date of this Agreement. Contractor shall continue to purchase like coverage or procure an extended reporting period to ensure coverage remains in place for a period of not less than two (2) years after the termination of this Agreement.

42. Workers Compensation Insurance.

The Contractor shall provide Worker's Compensation insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death) as required by the State of New Mexico and Employer's Liability Insurance for \$1,000,000. Waiver of Subrogation for Workers' Compensation in favor of the Authority is required.

43. Use of Artificial Intelligence.

A. **Use and Compliance.** Contractor may use artificial intelligence, machine learning, generative artificial intelligence, automated decision-making systems, or similar technologies (collectively, "AI Systems") in performing the Services only in a manner consistent with this Agreement and applicable law. Contractor shall remain fully responsible for all Services, deliverables, analyses, recommendations, decisions, and work product produced or assisted by an AI System as if produced solely by Contractor. Contractor's use of AI Systems shall comply with all applicable federal and state laws, regulations, and legally binding requirements and with the privacy, confidentiality, cybersecurity, data-security, intellectual-property, and other requirements of this Agreement.

- B. **Human Oversight.** Contractor shall maintain appropriate human oversight of any AI System used in performing the Services. No AI System shall independently make or implement a material decision affecting the Authority, its participating members, employees, members, beneficiaries, procurement activities, claims, coverage, benefits, finances, or contractual rights or obligations without review and approval by a qualified individual authorized by Contractor to make or recommend such decision. Contractor shall independently review and verify the accuracy, completeness, appropriateness, and legal compliance of any AI-generated output that materially affects the Services or any recommendation, decision, or deliverable provided to the Authority.
- C. **Protection and Use of Authority Data.** Contractor shall not input, upload, disclose, transmit, or otherwise provide Authority Data or Confidential Information to any publicly accessible AI System or to any third-party AI System unless such use is necessary to perform the Services and has been expressly authorized by the Authority or is subject to contractual, technical, and security safeguards sufficient to satisfy the requirements of this Agreement. Under no circumstances shall Contractor use, or permit any third party to use, Authority Data or Confidential Information to train, retrain, fine-tune, develop, or improve any AI model or system for the benefit of Contractor or any third party without the Authority's prior written consent. Contractor shall ensure that any subcontractor or third party using an AI System in connection with the Services complies with the requirements of this Section.
- D. **Accuracy; Nondiscrimination.** Contractor shall take reasonable measures to identify and mitigate material inaccuracies, errors, bias, and unlawful discrimination resulting from its use of AI Systems. Contractor shall not knowingly use an AI System in a manner that results in unlawful discrimination or otherwise violates applicable law. Where an AI System is used to materially assist in an analysis, recommendation, scoring methodology, evaluation, or decision affecting the Authority or its participating members, employees, members, or beneficiaries, Contractor shall maintain appropriate procedures for human review and validation of the AI-generated output.
- E. **Disclosure and Cooperation.** Upon the Authority's reasonable written request, Contractor shall identify any AI System materially used in performing the Services and provide a general description of its use and the safeguards employed by Contractor. Contractor shall reasonably cooperate with the Authority in evaluating Contractor's compliance with this Section; provided, however, that Contractor shall not be required to disclose proprietary source code, trade secrets, or other information protected from disclosure by applicable law.
- F. **Notice of Material AI-Related Incidents.** Contractor shall promptly notify the Authority of any material error, unauthorized disclosure of Authority Data, unlawful discriminatory outcome, or other material incident arising from Contractor's use of an AI System in performing the Services and shall promptly take reasonable corrective and remedial action.
- G. **No Transfer of Responsibility.** Use of an AI System shall not relieve Contractor of any duty, professional standard, contractual obligation, representation, warranty, or liability

under this Agreement. Contractor shall be responsible for the acts, omissions, outputs, and work product resulting from its use of AI Systems to the same extent as if such acts, omissions, outputs, or work product were performed or created directly by Contractor.

- H. **Remedies.** Any material violation of this Section shall constitute a material breach of this Agreement. The Authority may require Contractor to immediately discontinue any use of an AI System that the Authority reasonably determines violates this Agreement or creates a material risk to the Authority or Authority Data. The Authority may terminate this Agreement immediately upon written notice for any unauthorized use of Authority Data or Confidential Information in an AI System or any other material violation of this Section that creates a material privacy, security, legal, financial, or operational risk to the Authority.
- I. **Survival.** Contractor's obligations concerning Authority Data, Confidential Information, and responsibility for AI-generated work product shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Authority below.

New Mexico Public Schools Insurance Authority

By: _____
NMPSIA, Board President

Date: _____

(CONTRACTOR)

By: _____
Contractor

Date: _____

APPENDIX D

LETTER OF TRANSMITTAL FORM

APPENDIX D

Letter of Transmittal Form

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP#: 27-343-0380-00007

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

-

3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

____ No.
____ Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

____ No.
____ Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____ Date: _____
(Must be signed by the individual identified in item #2.A, above.)

APPENDIX E

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. Each reference should have a minimum of 30,000 covered lives. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. **The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Marisol Galvez at Marisol.galvez@rhca.nm.gov by November 19th by 3 PM MST/MDT for inclusion in the evaluation process.** The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP#27-343-0380-00007
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

Offeror, your name goes here

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, on behalf of the Interagency Benefits Advisory Committee (IBAC) via e-mail to:

Name: Marisol Galvez
Email: Marisol.galvez@rhca.nm.gov

Forms must be submitted no later than **November 19th by 3 PM MST/MDT** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide thorough comments in response to the questions asked. The comments you provide will help the State of New Mexico evaluate the above-referenced Offeror's service history, successful execution of services, and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at (505) 222-6423 or Marisol.Galvez@rhca.nm.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project/Service description	
Project/Service dates (start and end dates)	
Staff assigned to reference engagement that will be designated for work per this RFP	

QUESTIONS:

1. In what capacity have you worked with [Offeror name] in the past?
2. How would you describe [Offeror name]'s knowledge and expertise?
3. How would you describe [Offeror name] flexibility relative to changes in the project scope and timelines?
4. How satisfied are you with the materials/documentation produced by [Offeror name]?
5. How would you describe the dynamics/interaction between [Offeror name]'s personnel and your staff?
6. By name, please identify who are/were [Offeror name]'s principal representatives involved in your project. How would you describe your satisfaction with each representative, individually? Please provide a brief comment on the skills, knowledge, behaviors, or other factors on which you based your satisfaction.
7. How satisfied are/were you with the services rendered and/or products developed by [Offeror name]? Please provide a brief explanation as to why you were or were not satisfied.
8. With which aspect(s) of [Offeror name]'s services are/were you most satisfied? Please provide a brief explanation as to why you were satisfied.
9. With which aspect(s) of [Offeror name]'s services are/were you least satisfied? Please provide a brief explanation as to why you were dissatisfied.
10. Would you recommend [Offeror name]'s services to your organization again? Why or why not?
11. Is there any other information you wish to share regarding [Offeror name]?