

STATE OF NEW MEXICO



New Mexico Indian Affairs Department

REQUEST FOR PROPOSAL (RFP)

#26 609 0000 00003

Culturally Relevant Commercial Tobacco Cessation & Prevention Services for Native American Communities in New Mexico

RFP Release Date: 11/24/2025

Proposal Due Date: 12/15/2025

Indian Affairs Department

Program Services Division

1220 S. St. Francis Drive, Suite 251, Santa Fe, NM 87505

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals for a contract, awarded through competitive negotiation, to provide culturally relevant commercial tobacco cessation and prevention services for Native American communities in New Mexico. With over 263,315 Native Americans—12.4% of the state’s population—living across 7.7 million acres, this group is the priority population of the RFP. This RFP does not seek to impinge upon the sacred use of traditional or ceremonial tobacco in Native American communities.

B. BACKGROUND INFORMATION

The New Mexico Indian Affairs Department (IAD) facilitates communication and collaboration between the Governor’s Office, the other Cabinet agencies, and Indian tribes, nations, pueblos and tribal citizens on programs and issues affecting Native Americans in New Mexico. IAD is uniquely positioned to be a catalyst for state-tribal relations. Originally created in 1953 as the Office of Indian Affairs to assist the state’s Commission on Indian Affairs, IAD is now one of the nation’s few state cabinet-level Indian affairs departments.

New Mexico has over 263,315 Native Americans, comprising 12.4% of the state’s entire population.

As the lead coordinating agency for intergovernmental and interagency programs concerning tribal governments and the State of New Mexico, IAD has broad statutory authority to:

- Investigate, study, consider and act upon the entire subject of Indian conditions and relations within New Mexico, including problems of health, economy and education and the effect of local, state and federal legislative, executive and judicial actions; and
- Assist in setting the policy, and act as the clearinghouse, for all state programs affecting the Indian people of New Mexico.

From this broad direction, the IAD has developed the following Vision and Mission Statements and Strategic Plan to guide our actions and long-term goals.

Vision Statement:

Our vision is that tribal nations, tribal communities and Indigenous people are happy, healthy and prosperous and that traditional ways of life are honored, valued and respected.

Mission Statement:

The NM Indian Affairs Department is committed to be a resource by:

- *Advocating for tribal interests at state and federal levels through policy and legislative work;*
- *Supporting tribes with access to resources, technical assistance and funding opportunities;*
- *Connecting tribes with the executive branch, other tribes and with the tools and resources they need to be self-governing and self-sufficient.*

To accomplish its Vision, Mission and Strategic Plan goals and objectives, the IAD's primary programmatic activities include:

1. maintaining consistent high-level visibility of tribal concerns and issues in state government;
2. providing, administering and leveraging infrastructure funding to tribal entities;
3. providing and administering Special Projects / Appropriations funding to tribal entities; and
4. providing resources and technical assistance to tribes and state agencies.

IAD manages state funds allocated for Tobacco Cessation & Prevention Program (TCPP), as appropriated through the New Mexico Legislature Tobacco Settlement Fund. The specific purpose of funding is for initiatives that directly support Nations, Pueblos and Tribes ("NPTs") in New Mexico by promoting:

1. cessation and prevention of commercial tobacco abuse (to include e-cigarettes, vapes and smokeless tobacco) in Native American communities with special emphasis on Native American youth

2. cultural awareness of the Native traditional and ceremonial use of tobacco as a means to strengthen cultural identity and resistance to commercial tobacco

Cigarette smoking is the leading cause of preventable death and disease in the world, resulting in 8 million deaths each year from tobacco use.^[1] Over one billion people still smoke cigarettes, and 80 percent live in low-and middle-income countries (LMICs).^[1-2] While smoking rates have declined overall in high-income countries (HICs), rates in LMICs are declining slower or even rising in some regions.^[2] Within HICs, relative disparities persist among marginalized populations who smoke at higher rates than the general population, including people of low socio-economic status, people with mental health conditions or substance use disorders, sexual and gender minorities, and Indigenous peoples.^[3] Specifically, data consistently shows that American Indian and Alaska Native adults have the highest smoking rates among all racial/ethnic groups in the U.S., with rates around 30-40%.^[4] More than 60% of smokers worldwide express a desire to quit smoking, yet over 70% lack access to cessation services.^[5] Most smokers who quit do so without any assistance (“cold turkey”) and struggle through multiple quit attempts.^[6-7]

Traditional tobacco has a cultural and spiritual importance to Indigenous communities in North America and is commonly used during traditional ceremonies or for medicinal purposes. Tobacco as a medicine is used for healing and as a way to promote spiritual, emotional, or physical well-being. The use and preparation of traditional tobacco varies from Tribe to Tribe. Typically, traditional tobacco is tobacco and/or other plant mixtures grown or harvested for use by Tribal Nations. In comparison commercial tobacco is manufactured for use in cigarettes, e-cigarettes, pipes, smokeless tobacco and other products for recreational use. Cessation strategies and interventions for commercial tobacco use in Native American populations must be culturally focused, respect ceremonial practices of traditional tobacco use, involve community, focus on prevention and education, and be easily accessible.

C. SCOPE OF PROCURMENT

The funding can be used to address tribal-specific tobacco cessation and prevention initiatives that benefit Native Citizens in New Mexico. The scope of this RFP is to support Native citizens living both on and off tribal lands. The preferred approach should meet Native citizens where they are, by engaging directly with Nations, Pueblos, and Tribes (NPTs) as well as urban Native populations. Eligible projects will focus on culturally appropriate tobacco cessation and prevention initiatives, reducing the use of commercial tobacco, and increasing the awareness of the harmful effects of vaping. Funds can be used to support emerging programs or expand the capacity of existing programs and should be centered on existing best practices

(e.g., CDC Best Practices, FDA’s Continuum of Risk). Those qualified to submit a proposal include companies, individuals, non-profits and other tribal-serving entities.

Project approaches might include, but are not limited to, public health communications, educational interventions, public information campaigns, and community engagements that are highly-tailored to the Native American population and setting such as:

Health communications and awareness campaigns designed to 1) increase fact-based information about available smoking cessation options; and 2) facilitate informed decision-making about how to quit smoking.

Dissemination activities designed to correct existing nicotine misperceptions AND accurately communicate the relative risks of tobacco products to stakeholders or people who smoke (e.g., communicating FDA’s Continuum of Risk by translating scientific evidence to lay audiences; supporting accurate and complete reporting by media).

Training for frontline health care professionals, especially those that serve populations with higher smoking rates (e.g., education programs for providers who directly interact with smokers, including community health representatives, or other Cessation Education.

Education activities that address sociodemographic disparities in smoking cessation outcomes by characterizing the needs of the Native American population seeking access to smoking cessation options to inform development of tailored programs; messages tailored to underserved populations with historically poor cessation outcomes or higher failed quit attempts.

This procurement may result in multiple awards. The contract resulting from this procurement is anticipated to be a cost-reimbursement agreement with a defined period of performance that expires June 30, 2026, and measurable deliverables.

D. PROCUREMENT MANAGER

The New Mexico Indian Affairs Department 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:	Megan Morfin, Procurement Manager
Telephone:	(505) 487-0836

Email: Megan.morfin@iad.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 IAD.
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 RFP, pursuant to NMSA 1978, § 13-1-172 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 RFP. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Only electronic proposal submissions are allowed. No hard copy proposals will be accepted. Refer to Section II.B.5 for instructions.

F. DEFINITIONS AND TERMINOLOGY

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

1. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. “**Award**” means the final execution of the contract document.
3. “**Awarded Offeror**” means the Offeror(s) who is awarded a contract and becomes the Contractor responsible for providing the goods and services specified in the awarded contract.
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, NMSA 1978, §§ 57-3-A-1 through 57-3A-7. See also 1.4.1.45 NMAC. 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. **“Finalist”** means an Offeror who meets all the mandatory specifications of this RFP and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
12. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
13. **“IAD”** means the New Mexico Indian Affairs Department.
14. **“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.
15. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
16. **“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.
17. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
18. **“Operational Period”** means the contract period that starts when Final Completion has been achieved by the Offeror.
19. **“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.
20. **“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.

21. **“Procuring government entity”** 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.
22. **“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.
23. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by NMSA 1978 §§ 57-3A-1 to 57-3A-7 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.
24. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
25. **“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.
26. **“Responsive Proposal”** means a Proposal 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.
27. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded into SPD’s eProNM system prior to the submission deadline stated in the RFP.
28. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
29. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
30. **“State (the State)”** means the State of New Mexico.
31. **“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.

32. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
33. **“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.)
34. **“Tobacco Cessation & Prevention”** Tobacco Cessation is the act of successfully stopping the use of all tobacco products, including cigarettes, smokeless tobacco, and vaping devices. Tobacco Prevention refers to the strategies and efforts aimed at stopping people, particularly youth and young adults, from starting to use tobacco products and nicotine-containing products in the first place. Together, they form a public health approach to reduce the negative health consequences of tobacco use by preventing new users and supporting existing users in quitting.
35. **“Tobacco Settlement Fund”** was created in 2000 as part of the Master Settlement Agreement between New Mexico, other states and big tobacco companies.
36. **“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.
37. **“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.

Acronyms

ACRONYMS	MEANING
ADA	American Disability Act
BAFO	Best and Final Offer
CDC	Centers for Disease Control and Prevention (U.S.)
CPO	Chief Procurement Officer
FDA	Food & Drug Administration (U.S.)
GSD	General Services Department
IAD	Indian Affairs Department
NPT	Nations, Pueblos and Tribes
RFP	Request for Proposal
SONM	State of New Mexico
SPD	State Purchasing Division
TCPP	Tobacco Cessation & Prevention Program

G. PROCURMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below: <https://www.iad.nm.gov/>

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	Agency	11/24/2025 5:00 PM MST
2. Acknowledgement of Receipt Form	Potential Offerors	12/1/2025 5:00 PM MST
3. Deadline to submit Written Questions	Potential Offerors	12/2/2025 5:00 PM MST
4. Response to Written Questions	Procurement Manager	12/5/2025 5:00 PM MST
5. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	12/15/2025 5:00 PM MST
6.* Proposal Evaluation	Evaluation Committee	12/19/2025
7.* Selection of Finalists	Evaluation Committee	12/26/2025
8.* Best and Final Offers	Finalist Offerors	12/29/2025
9.* Finalize Agreement	Agency/Finalist Offerors	1/1/2026
10.* Contract Awards	Agency/ Finalist Offerors	1/5/2026
11.* Protest Deadline	Agency	1/20/2026

*Dates indicated in Sequence of Events 6 through 11 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, Indian Affairs Department 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, Megan Morfin, New Mexico Indian Affairs Department, Email: Megan.morfin@iad.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 5:00 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.

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 5:00 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 and 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).

- a. The Questions and Answers will be posted to: <https://www.iad.nm.gov/>

5. Submission of Proposal

Only ***electronic*** proposal submissions are allowed. No hard copy proposals will be accepted. All proposals must be submitted to the following web address:
<https://www.dropbox.com/request/DxJYeXOs3XOAob07TeFE>

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **5:00 PM** MST ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, deliveries to the incorrect address nor any other reason for a delay will be accepted for failure to make the stated deadline.

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, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events, or as soon as possible thereafter.

8. Oral Presentations

No Oral Presentations will take place under this procurement.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining the best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

10. Finalize 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 State 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.

12. Protest Deadline

Any protest by an Offeror must be submitted timely and in conformance with NMSA, 1978 § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA, 1978 § 13-1-172 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 RFP. 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:

- a. Protest Manager: Adelina Gomez, General Counsel
- b. Protest Manager's e-mail address: adelina.gomez@iad.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 Section II.C, Conditions Governing the Procurement and Section V, Evaluation 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 Contractor 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, 1.4.1.35 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

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

Correction or withdrawal of an Offeror's Proposal to this RFP due to an inadvertent, nonjudgmental mistake in the Proposal requires careful consideration to protect the integrity and fairness of competition. If the mistake is attributable to an error in judgment, the Proposal may not be corrected. Correction or withdrawal by reason of a nonjudgmental mistake may be permissible but only to the extent authorized in [Procurement Code Regulations 1.4.1.14 through 1.4.1.28 NMAC](#) of these rules and regulations.

No Offeror may withdraw its Proposal within the one-hundred twenty (120) day period, unless notified by the potential Offeror that it does not intend to enter into a contract with the Procuring government entity. Any Offeror may elect, in its sole discretion, to extend the validity of its Proposal beyond the time periods set forth above.

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:

Proprietary and Confidential information is restricted to:
confidential financial information concerning the Offeror's organization; and
information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §§ 57-3A-1 through 57-3A-7.

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, 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 non-responsive 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 a successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities as well as mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and that 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 State agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the State agency, meeting its needs adequately.

21. Notice of Penalties

The Procurement Code (NMSA 1978, §§ 13-1-28 through 13-1-199) 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. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD.

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 government entity'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.

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 an **unaltered** Letter of Transmittal Form (Appendix E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

- 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);
- 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 Proposal, (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*);
- Identify any subcontractor/s that may be utilized in the performance of any resultant contract award.
- Identify any other entity/-ies (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
- 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 respond to ALL items as indicated above, 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:

- is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
- has, within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - 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;
 - violation of Federal or state antitrust statutes related to the submission of offers; or
 - 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;
- 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;
- 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.
 - 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.
 - The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the

Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the 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 NMSA 1978, § 13-1-21 (as amended), Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate of 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 and Revenue at <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

In accordance with NMSA 1978 § 13-1-21(H), an agency shall not award any combination of New Mexico/Native American Resident Preferences. In accordance with NMSA 1978 § 13-1-21(J), the New Mexico/Native American Resident Preference shall not apply if/because the expenditures for this RFP includes federal funds.

33. Use of Federal Funds

If Federal Funds are to be used for procuring any of the services or items under the resultant contract, the contractor must comply with all Federal requirements.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal via an ELECTRONIC submission response to this RFP.

B. NUMBER OF COPIES

Offerors shall submit only one copy via an ELECTRONIC submission response to this RFP.

ELECTRONIC SUBMISSION

For proposals submitted electronically, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of the Offerors proposal must be submitted in separate uploads as indicated below in this section and must be prominently identified as “Technical Proposal” or “Cost Proposal” on the front page of each upload.

Offeror should deliver:

- a. **Technical Proposals** – One (1) electronic upload must be organized in accordance with Section III. C. Proposal Content and Organization. All information for the Technical Proposal must be combined into a single file/document for uploading. The Technical Proposal **SHALL NOT** contain any cost information.
 - Proposals containing confidential information must be submitted as two separate binders:
 - Unredacted version for evaluation purposes
 - Redacted version (information blacked out and not omitted or removed) for the public file

- b. **Cost Proposals** – One (1) electronic upload of the proposal containing **ONLY** the Cost Proposal. All information for the Cost Proposal must be combined into a single file/document for uploading.

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

C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows: electronically to the following web address:

<https://www.dropbox.com/request/DxJYeXOs3XOAob07TeFF>

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
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. Organizational Experience
8. Organization References
9. Response to Specifications (except Cost information which shall be included **ONLY** in Cost Proposal)
 - a. Ability to successfully fulfill all requirements of the scope of work
 - b. Program Design, Implementation, and Cultural Relevance
 - c. Capacity-building & Service Access
 - d. Monitoring, evaluation and continuous improvement
10. Financial Stability

- No pending lawsuits/bankruptcy
 - Financial statements (solvency)
11. Letter of Transmittal Form Provided
 12. Campaign Contribution Disclosure Form Provided
 13. Cost Proposal
 14. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX D)

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

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

A. DETAILED SCOPE OF WORK

The Offer shall design, implement, and evaluate culturally appropriate commercial tobacco cessation and prevention services targeted toward Native American populations in New Mexico. This work shall respect and uphold the sacred, ceremonial, and traditional uses of tobacco while aiming to reduce the use and harm of commercial tobacco products, including e-cigarettes and smokeless tobacco, especially among youth.

The proposed program must be grounded in cultural integrity and community collaboration. All activities are required to honor and respect the ceremonial and sacred use of traditional tobacco, ensuring that program materials, messaging, and approaches reflect Indigenous cultural values and traditional knowledge. Programs should be developed in partnership with tribal stakeholders to ensure authenticity and community relevance.

The offeror must demonstrate expertise in community planning and public health initiatives, particularly in tobacco cessation and prevention, and the capacity to effectively collaborate

with Nations, Pueblos, and Tribes (NPTs), as well as with state and local government partners. Flexibility and responsiveness to community needs will be essential to the successful implementation of the Scope of Work.

Additionally, the offeror should build community capacity by providing training, tools, and resources that empower local organizations and individuals to lead tobacco cessation and prevention efforts within their own communities.

Finally, the program must include a strong framework for monitoring, evaluation, and continuous improvement. The offeror should be able to collect, analyze, and report data aligned with the project's objectives—focusing on measurable impact, key successes, identified challenges, and opportunities for long-term program enhancement.

B. TECHINICAL SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each of the numbered mandatory specifications. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

1. Organizational References

General Expectations:

The Offeror will submit references supporting the fact that the Offeror and its staff possess sufficient expertise and experience to successfully perform the Scope of Work.

Mandatory Requirements:

Provide three (3) external references from clients who have received similar services to those proposed for this contract, especially those projects in the public sector that have occurred within the past five (5) years. If the Offeror proposes to use subcontractors for significant portions of the Scope of Work, the Offeror shall provide additional three (3) external references for each major subcontractor, if applicable. Offeror is required to submit Appendix F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in Appendix F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

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

2. Oral Presentation

No Oral Presentations will be required under this RFP.

3. Mandatory Specifications

To be considered for award under this competitive procurement, providers must submit a written response that demonstrates their ability to successfully meet and achieve the scope of work outlined. Responses should be clear, detailed, and evidence-based. At a minimum, providers must address the following:

The Offer shall present these specifications in a clear, complete, comprehensive, and consistent document addressing all elements in the Detailed Scope of Work (section IV).

a. Develop and deliver culturally informed public health strategies to prevent and reduce commercial tobacco use in tribal communities.

Deliverables:

- A culturally tailored Public Health Strategy Plan submitted within 60 days of contract start.
- Minimum of three (3) culturally relevant awareness campaigns implemented annually (print, radio, social media, etc.).
- Documentation of community partner engagement in the design and review of campaign materials.

b. Utilize evidence-based interventions and strategies for both cessation and prevention.

Deliverables:

- List of selected evidence-based programs (e.g., CDC Best Practices, FDA’s Continuum of Risk) and how they will be adapted for Native communities—submitted with project work plan.
- Implementation of at least two (2) evidence-based cessation/prevention interventions tailored for tribal populations.
- Quarterly progress reports detailing implementation activities and any program modifications.

c. Support community capacity-building through education, outreach, training, and technical assistance.

Deliverables:

- Minimum of four (4) community workshops or educational events conducted annually.
- Training materials and curriculum tailored to Native American audiences.
- At least two (2) training sessions for frontline workers (e.g., Community Health Representatives, tribal health providers, health and wellness departments).
- Monthly logs documenting technical assistance provided to tribal programs or health staff.

d. Promote understanding of the distinction between traditional and commercial tobacco use.

Deliverables:

- One (1) culturally informed educational toolkit explaining traditional vs. commercial tobacco, co-developed with tribal stakeholders.
- Integration of this distinction in all campaign materials and presentations.
- At least one (1) presentation, story-sharing event, or webinar per quarter addressing traditional tobacco knowledge.

e. Increase access to and utilization of evidence-based cessation support.

Deliverables:

- Resource directory of cessation tools and providers available to Native communities (updated semi-annually).
- Implementation of at least one (1) referral or navigation system for tribal members to access quitlines or counseling.
- Pre- and post-intervention data on utilization of cessation services by community members.

f. Track and report program outcomes, such as reach, engagement, knowledge gained, and behavior change.

Deliverables:

- Baseline data collection report (demographics, tobacco use rates, awareness) within first quarter.
- Mid-year and final evaluation reports summarizing reach (e.g., number of individuals engaged), engagement metrics, and knowledge/attitude changes (via surveys or focus groups).
- Performance dashboards or infographics shared quarterly with IAD.

g. Use data to identify gaps and improve program delivery.

Deliverables:

- Data analysis reports submitted semi-annually, identifying service gaps, unmet needs, or barriers to cessation/prevention uptake.
- Final program impact report including success stories, lessons learned, and recommendations for future programming.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

- a. List any pending lawsuit or bankruptcy petitions, any lawsuit or bankruptcy that has been concluded within the last five years, or any current investigation of the offeror, its parent, affiliates, or subsidiaries that may be relevant to the operation of this program. Include a brief description of each item listed.
- b. Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

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 respond to ALL items, as**

indicated in Section II.C.30 and Appendix E, and to return a signed, unaltered 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. Cost

Offerors must complete the Cost Response Form in Appendix D. Cost will be measured by the total cost per state fiscal year for implementation of their service.

5. Resident Business or Resident Veterans Preference

To ensure application of NMSA 1978, § 13-1-21 (as amended) an Offeror **MUST** submit a copy, in this section, a copy 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 by sub-category.

Table 1	Points
Detailed Scope of Work (corresponds to Section IV.A)	
Narrative Response: • Cultural Considerations • Program Design, Implementation, and Cultural Relevance • Capacity-Building and Service Access	50
Technical Specifications (corresponds to Section IV.B)	

1. Organizational Experience	25
• Relevant experience with other customers/states	
2. Organizational References	25
3. Mandatory Specifications (corresponds to IV.B.4)	
a. Develop and deliver culturally informed public health strategies to prevent and reduce commercial tobacco use in tribal communities.	50
b. Utilize evidence-based interventions and strategies for both cessation and prevention.	50
c. Support community capacity-building through education, outreach, training, and technical assistance.	50
d. Promote understanding of the distinction between traditional and commercial tobacco use.	50
e. Increase access to and utilization of evidence-based cessation support.	50
f. Track and report program outcomes, such as reach, engagement, knowledge gained, and behavior change.	50
g. Use data to identify gaps and improve program delivery.	50
Business Specifications (corresponds to Section IV.C)	
4. Financial Stability	
• No pending lawsuits/bankruptcy	Pass/Fail
• Financial statements (solvency)	Pass/Fail
5. Letter of Transmittal Form Provided	Pass/Fail
6. Campaign Contribution Disclosure Form Provided	Pass/Fail
7. Cost Proposal	100
Total	550

B. EVALUATION FACTORS

Points will be awarded based on the quality and clarity of the response, the likelihood of successful implementation, and the applicability of the proposed approach to the stated need for each evaluation factor.

1. B.1 Scope of Work Narrative (50 points)

Points will be awarded based on the extent to which the Offeror demonstrates a comprehensive understanding of the Scope of Work and a well-defined approach to accomplishing the required outcomes. Proposals should clearly outline specific tasks, activities, responsibilities, deliverables, and timelines. Higher scores will be given to responses that provide detailed, logical, and evidence-based strategies that show both the capacity and commitment to successfully complete the work.

2. B.2 Organizational Experience (25 points)

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.

3. B.3 Organizational References (25 points)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference 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. Lack of a response will receive zero (0) 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. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

4. B.4 Mandatory Specifications

Offerors will be evaluated on the clarity, quality, and feasibility of their proposed approach to fulfilling the scope of work. Reviewers will assess the provider's capacity

to deliver effective training, develop and distribute culturally relevant materials, support capacity, and implement strong reporting and evaluation practices.

- **Develop and deliver culturally informed public health strategies to prevent and reduce commercial tobacco use in tribal communities (50 Points)**

Offerors will be evaluated on the extent to which their proposed public health strategies are culturally tailored to tribal communities, including the timeliness and quality of the submitted plan.

- **Utilize evidence-based interventions and strategies for both cessation and prevention (50 Points)**

The Evaluation Committee will consider the clarity of the work plan, the feasibility of implementing intervention strategies, and the quality of the reporting structure to ensure accountability and responsiveness to community needs.

- **Support community capacity-building through education, outreach, training, and technical assistance (50 Points)**

Offerors will be evaluated on their ability to strengthen community capacity through education, outreach, and technical assistance.

- **Promote understanding of the distinction between traditional and commercial tobacco use (50 Points)**

Offerors will be evaluated on how effectively they promote understanding of the distinction between traditional and commercial tobacco use. The Evaluation Committee will consider the quality of the toolkit and the integration of this distinction across all campaign materials.

- **Increase access to and utilization of evidence-based cessation support (50 Points)**

Offerors will be evaluated on their ability to increase access to and utilization of cessation support among tribal communities. The Evaluation Committee will consider the comprehensiveness and usability of resources.

- **Track and report program outcomes, such as reach, engagement, knowledge gained, and behavior change (50 Points)**

Offerors will be evaluated on the strength of their plans for tracking and reporting program outcomes such as reach, engagement, knowledge, and behavior change.

- **Use data to identify gaps and improve program delivery (50 Points)**

Offerors will be evaluated on their ability to use data for continuous program improvement. The Evaluation Committee will consider the depth and quality of data analysis reports, the offeror's ability to identify service gaps and unmet needs, and the usefulness of final impact reports that include success stories, lessons learned, and recommendations for future programming.

5. C.1 Financial Stability (pass/fail only)

No points assigned.

6. C.3 Letter of Transmittal (pass/fail only)

No points assigned.

7. C.4 Campaign Contribution Disclosure Form (pass/fail only)

No points assigned.

8. C.6 Cost (100 points)

The Offeror will be evaluated based on the total cost of implementation of the program for the 1-year contract period. The evaluation of each Offeror's cost proposal will be conducted using the following formula:

Lowest Responsive Offeror's Cost

----- X Available Award Points

Each Offeror's Cost

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 NMSA 1978 § 13-1-117, 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.

APPENDICES

A. APPENDIX A -ACKNOWLEDGMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL

Culturally Relevant Commercial Tobacco Cessation & Prevention Services for Native American Communities in New Mexico

RFP# 26-609-0000-00003

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:

Name: Megan Morfin, New Mexico Indian Affairs Department, Procurement Manager

Email: Megan.morfin@iad.nm.gov

Subject Culturally Relevant Commercial Tobacco Cessation & Prevention Services for
Native American Communities in New Mexico

RFP# 26-609-0000-00003

B. 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: Governor of New Mexico and Lieutenant Governor

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)

C. APPENDIX C – DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract the Agency intends to use to make awards. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary. Upon award the Awardee and Agency will establish a mutually agreed upon a schedule for deliverables as outlined in Appendix A.

STATE OF NEW MEXICO
INDIAN AFFAIRS DEPARTMENT
PROFESSIONAL SERVICES CONTRACT # 26-609-P696-XXXXX

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **INDIAN AFFAIRS DEPARTMENT**, hereinafter referred to as the “Agency,” and [**Name of Contractor/Awardee**], 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 Offer shall present these specifications in a clear, complete, comprehensive, and consistent document addressing all elements in the Detailed Scope of Work (section IV).

a. Develop and deliver culturally informed public health strategies to prevent and reduce commercial tobacco use in tribal communities.

Deliverables:

- A culturally tailored Public Health Strategy Plan submitted within 60 days of contract start.
- Minimum of three (3) culturally relevant awareness campaigns implemented annually (print, radio, social media, etc.).
- Documentation of community partner engagement in the design and review of campaign materials.

b. Utilize evidence-based interventions and strategies for both cessation and prevention.

Deliverables:

- List of selected evidence-based programs (e.g., CDC Best Practices, FDA’s Continuum of Risk) and how they will be adapted for Native communities—submitted with project work plan.
- Implementation of at least two (2) evidence-based cessation/prevention interventions tailored for tribal populations.
- Quarterly progress reports detailing implementation activities and any program modifications.

c. Support community capacity-building through education, outreach, training, and technical assistance.

Deliverables:

- Minimum of four (4) community workshops or educational events conducted annually.
- Training materials and curriculum tailored to Native American audiences.
- At least two (2) training sessions for frontline workers (e.g., Community Health Representatives, tribal health providers, health and wellness departments).
- Monthly logs documenting technical assistance provided to tribal programs or health staff.

d. Promote understanding of the distinction between traditional and commercial tobacco use.

Deliverables:

- One (1) culturally informed educational toolkit explaining traditional vs. commercial tobacco, co-developed with tribal stakeholders.
- Integration of this distinction in all campaign materials and presentations.
- At least one (1) presentation, story-sharing event, or webinar per quarter addressing traditional tobacco knowledge.

e. Increase access to and utilization of evidence-based cessation support.

Deliverables:

- Resource directory of cessation tools and providers available to Native communities (updated semi-annually).
- Implementation of at least one (1) referral or navigation system for tribal members to access quitlines or counseling.

- Pre- and post-intervention data on utilization of cessation services by community members.
- f. **Track and report program outcomes, such as reach, engagement, knowledge gained, and behavior change.**
- Deliverables:**
- Baseline data collection report (demographics, tobacco use rates, awareness) within first quarter.
 - Mid-year and final evaluation reports summarizing reach (e.g., number of individuals engaged), engagement metrics, and knowledge/attitude changes (via surveys or focus groups).
 - Performance dashboards or infographics shared quarterly with IAD.
- g. **Use data to identify gaps and improve program delivery.**
- Deliverables:**
- Data analysis reports submitted semi-annually, identifying service gaps, unmet needs, or barriers to cessation/prevention uptake.
 - Final program impact report including success stories, lessons learned, and recommendations for future programming.

The contractor shall perform other work specified as it appears in Appendix A.

2. **Compensation.**

A. The Agency shall pay the Contractor for services satisfactorily performed in the amount of AMOUNT (\$AMOUNT). The total compensation under this Agreement shall not exceed AMOUNT (\$AMOUNT) including/excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed DOLLAR AMOUNT (\$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.

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 **JUNE 30, 2026**, 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: (1) identify all the Agency's material breaches of this Agreement upon which the termination is based; and

(2) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective: (1) if the Agency does not cure all material breaches within the thirty (30) day notice period; or (2) 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: (1) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (2) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (3) 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 Subparagraphs A and B of this Paragraph 12 (Conflict of Interest; Governmental Conduct Act) 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 Subparagraphs A and B of this Paragraph 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 Subparagraphs A and B of this Paragraph 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 Paragraph 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 Paragraph 4 (Termination) 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:
Indian Affairs Department
Attn: STAFF MEMBER
1220 S. St Francis Drive, 2nd Floor
Santa Fe, NM 87505
[STAFF EMAIL](#)
STAFF PHONE NUMBER

To the Contractor:
{CONTRACTOR INFORMATION}

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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

By: _____ Date: _____
Josett D. Monette, Esq., Cabinet Secretary

By: _____ Date: _____
Adelina L. Gomez, General Counsel – Certifying legal sufficiency

By: _____ Date: _____
Halona Crowe, Chief Financial Officer

By: _____ Date: _____
NAME, Contractor

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

ID Number: INSERT CRS/NM Business tax ID NUMBER

By: _____ Date: _____
Taxation and Revenue Department

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

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

Appendix A

Deliverable 1: {Title} – not to exceed \${dollar amount}	
{timeframe -start to completion}	{Deliverable expectations}

D. APPENDIX D – COST RESPONNSE FORM

Offerors must complete the table below, or similar table with all required and optional costs associated with the response to the RFP including any gross receipts taxes. Please include the type of cost (direct costs, indirect costs, travel, materials, labor, construction, permitting, etc.).

Description	Type	Required/ Optional	Cost per Item
Any Relevant GRT			
Total Cost			

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

E. APPENDIX E – LETTER OF TRANSMITTAL FORM

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#: 26-609-0000-00003

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.)

F. APPENDIX F – 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. 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: Name: Megan Morfin, New Mexico Indian Affairs Department, Procurement Manager; Email: Megan.morfin@iad.nm.gov by **11/17/2025 5:00 PM MT 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 # 26-609-0000-00003

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, State Purchasing via e-mail to:

Name: Megan Morfin, New Mexico Indian Affairs Department,
Procurement Manager

Telephone: (505) 487-0836

Email: Megan.morfin@iad.nm.gov

Forms must be submitted no later than **11/17/2025 5:00 PM MT** 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 the New Mexico Indian Affairs Department at megan.morfin@iad.nm.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
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Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project/Service description	
Project/Service dates (start and end dates)	
Technical environment for the project (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this company in the past?

2. How would you describe this company's knowledge and expertise?

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

COMMENTS:

3. How would you describe this company flexibility relative to changes in the project scope and timelines?

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

COMMENTS:

4. How satisfied are you with the materials/documentation produced by this company

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you describe the dynamics/interaction between this company's personnel and your staff?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS

6. By name, please identify who are/were this company'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.

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

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are/were you with the services rendered and/or products developed by this company? Please provide a brief explanation as to why you were or were not satisfied.

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this company 's services are/were you most satisfied? Please provide a brief explanation as to why you were satisfied.

9. With which aspect(s) of this company 's services are/were you least satisfied? Please provide a brief explanation as to why you were dissatisfied.

10. Would you recommend this company's services to your organization again? Why or why not?

11. Is there any other information you wish to share regarding this company?