New Mexico
Indian Affairs
Department

REQUEST FOR PROPOSAL (RFP)
#27-609-P696-00003

Dental and Orthodontic Access Expansion Services for Citizens in Shiprock, NM

RFP Release Date: November 25, 2026

Proposal Due Date: December 11, 2026

Indian Affairs Department
Program Services Division
1220 S. St. Francis Drive, Santa Fe, NM 87505

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit proposals to expand access to dental and orthodontic services for the population within the Shiprock, New Mexico area. Funding is intended to increase the availability, accessibility, and continuity of oral healthcare by strengthening existing clinical capacity and supporting innovative service delivery models that address the unique geographic, workforce, transportation, and challenges affecting access to care.

Proposals may include, but are not limited to, expanding provider capacity, increasing clinic operations, establishing new clinical partnerships, implementing mobile dental or orthodontic services, developing satellite service locations, extending clinic hours, or other approaches that improve patient access to preventive, restorative, orthodontic, and related oral health services, including braces.

Offerors must demonstrate their ability to provide or expand dental and orthodontic services within the Shiprock community and describe how the proposed project will improve access to care. Proposals should identify the proposed service delivery model, anticipated patient population, implementation approach, and strategies to address barriers such as provider availability, transportation, appointment scheduling, continuity of care, and culturally responsive service delivery. Offerors must also demonstrate their ability to successfully implement the proposed project and comply with all applicable federal, state, tribal, and professional licensing, certification, and regulatory requirements.

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, across 7.7 million acres of land.

IAD has 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.

Shiprock serves as the primary service hub for the northwestern region of the Navajo Nation and surrounding chapter communities, serving one of the largest Native American populations in New Mexico. According to the 2020 U.S. Census, the Shiprock Census Designated Place (CDP) has a population of 7,718 residents, of which 7,351 (95.2%) identify as American Indian or Alaska Native. San Juan County, where Shiprock is located, has a population of 121,661, with 39.8% of residents identifying as American Indian or Alaska Native.

The rural and geographically dispersed nature of the region, combined with workforce shortages, transportation barriers, and limited availability of specialty providers, presents significant challenges to accessing timely dental and orthodontic care. Many patients must travel long distances for specialty services, and continuity of care can be difficult to maintain due to provider shortages, scheduling limitations, and transportation constraints.

In addition to these geographic challenges, successful service delivery requires an understanding of the unique cultural, historical, and governmental context of the community. Providers are expected to deliver services in a responsive manner, community priorities, and the importance of building trusted relationships with patients, families, and local partners. Expanding access to oral healthcare requires approaches that are responsive to these unique community needs while reducing barriers to care and improving long-term oral health outcomes.

IAD is the administering agency for FY27-28 Government Results and Opportunity (GRO) appropriation pursuant to the 2026 General Appropriations Act of the New Mexico Legislature, Chapter 67, Section 9 (D) (10) (c). The $180,000.00 appropriation shall be used to support clinics in Shiprock, NM to deliver dental and orthodontic services and braces.

C. SCOPE OF PROCURMENT

For purposes of this procurement, the Shiprock region includes Shiprock, NM and surrounding communities within San Juan County. Proposals that demonstrate the ability to effectively serve patients throughout the regional service area, including those residing in rural and underserved communities, are encouraged.

This procurement may result in multiple awards.

D. PROCUREMENT MANAGER

The New Mexico General Services 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: Raquel Gomez, Procurement Manager
Telephone: (505) 469.7057
Email: raquel.gomez@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 SPD.

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.6 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. "**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.
35. "**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
CPO	Chief Procurement Officer
NPT	Nations, Pueblos and Tribes
RFP	Request for Proposal
SONM	State of New Mexico

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	11/25/2026
2. Acknowledgement of Receipt Form	Potential Offerors	11/30/2026
3. Deadline to submit Written Questions	Potential Offerors	12/1/2026
4. Response to Written Questions	Procurement Manager	12/4/2026

5. Submission of Proposal	*Potential Offerors*	12/11/2026 5:00PM MST
*6. Proposal Evaluation	Evaluation Committee	12/18/2026
*7. Selection of Finalists	Evaluation Committee	12/21/2026
*8. Best and Final Offers	Finalist Offerors	12/28/2026
*9. Finalize Agreement	Agency/Finalist Offerors	1/4/2026
*10. Contract Awards	Agency/ Finalist Offerors	1/6/2026
*11. Protest Deadline	Agency	Contract effective date + 10 days
*12. Effective Date of Contract (Approximate)	Agency	1/31/2026

*Dates indicated in Events 6 through 12 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
Name: Raquel Gomez, Procurement Manager
Telephone: (505) 469.7057
Email: raquel.gomez@iad.nm.gov
to have their organization placed on the procurement Distribution List. The form must be returned to 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 indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to: 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/xja7o22a2l2og8iap77f for review and evaluation by the Evaluation Committee no later than 5:00 pm MST/MDT specified 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.

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

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in 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. Best and Final Offers

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

9. Oral Presentations

No Oral Presentations will take place under this procurement.

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 timely submitted 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:

Protest Manager: Indian Affairs Department General Counsel
Protest Manager's e-mail address: constituent.services@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:

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

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, 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

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:

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

Failure to 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:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has, within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    b. The taxpayer is delinquent in making 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.
        c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
   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 RESPONES

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

B. 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

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.**

Offerors shall submit the Technical Proposal and Cost Proposal as two separate files using the following naming convention:

- **Technical Proposal:** OfferorName_Technical_Proposal.pdf
- **Cost Proposal:** OfferorName_Cost_Proposal.pdf

Replace "OfferorName" with the Offeror's legal organizational name, using underscores in place of spaces. The cover page of each file shall identify the Offeror's legal name, RFP title and number, and either "Technical Proposal" or "Cost Proposal."

References submitting questionnaires on an Offeror's behalf shall use the following naming convention:

OfferorName_Reference_ReferenceOrganizationName.pdf

- **Reference Questionnaire:** Replace "OfferorName" with the Offeror's legal organizational name and "ReferenceOrganizationName" with the name of the organization providing the reference. Use underscores in place of spaces.

Each reference shall submit its completed questionnaire directly to the designated procurement contact, following the submission instructions and deadline in Appendix F.

Each proposal shall include a table of contents listing every required section and subsection with its corresponding page number. The document shall follow the order below and use the exact

section headings provided. Each section and subsection shall be clearly identified by a matching heading in the body of the proposal. Number all pages consecutively within each file.

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

Organize the Technical Proposal in the following order:

1. Cover Page
2. Table of Contents
3. Signed Letter of Transmittal using Appendix E.
4. Signed Campaign Contribution Disclosure Form using Appendix B.
5. Proposal Summary
6. Response to Contract Terms and Conditions (Section II.C.15)
7. Offeror's Additional Terms and Conditions (if applicable) (Section II.C.16)
8. Organizational Experience and Eligibility
9. Response to Mandatory Specifications (Section IV.A) (except Cost information which shall be included ONLY in Cost Proposal)
10. Organizational References (Appendix F)
11. Other Supporting Material (if applicable)

Address each requirement under its corresponding heading. If no additional terms or supporting materials are proposed, retain the applicable heading and state "None." Label supporting materials and identify the specification each supports. References shall submit completed questionnaires separately as directed in Appendix F.

Cost Proposal:
TO BE SUBMITTED INDEPENDENTLY FROM TECHINICAL PROPOSAL

Organize the Cost Proposal in the following order:

1. Cover Page
2. Table of Contents
3. Completed Cost Response Form (Example Appendix D)
4. Itemized Project Budget
5. Budget Narrative

The itemized budget and budget narrative shall correspond to the activities and deliverables described in the Technical Proposal and explain how the proposed costs support their completion.

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.

1. DETAILED SCOPE OF WORK

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 accordingly.

Proposals shall demonstrate the ability to provide the following services to the population within the Shiprock, New Mexico area:

1. **Service Expansion and Implementation**
   - **1)** Support its delivery of dental and/or orthodontic service capacity within Shiprock, NM.
   - **2)** Provide services designed to increase patient access.
   - **3)** Develop and implement an operational plan that minimizes barriers to care, including provider availability, appointment scheduling, transportation considerations, and continuity of treatment.

2. **Clinical Services**

   Provide following services:
   - Dental care
   - Orthodontic Care, including braces and related services

3. **Project Management**
   1) Maintain all required professional licenses, certifications, and insurance necessary to provide proposed services.
   2) Participate in meetings with the Department, as requested, to review implementation progress and project performance.
   3) Maintain appropriate records documenting services provided and project outcomes.

4. **Reporting**

   Submit quarterly progress reports summarizing implementation activities, challenges encountered, corrective actions, and project outcomes. Reports shall include, at a minimum:
   - Service delivery model implemented.
   - Number of clinic days.
   - Number of unduplicated patients served.

- Number and type of dental services provided.
- Number of orthodontic consultations initiated.
- Number of patients receiving braces or active orthodontic treatment.
- Community outreach activities completed, including dates and locations.
- Success stories, lessons learned, and recommendations for sustainability;
- Complete the final report template (Exhibit) that summarizes project activities, accomplishments, outcomes, and lessons learned during the contract period.

2. TECHINCAL 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 Experience

The Offeror will:

- Perform the Scope of Work as set forth in Section IV(A) above in its entirety.
- Perform all work associated with this contract in the United States.
- Employ sufficient staff as required to ensure successful performance of the complete Scope of Work including all training, technical assistance, customer support, and reporting expectations.
- Maintain a level of work performance and customer service consistent with high professional standards in the industry. All employees assigned to perform work relating to this contract will be capable, efficient and no less qualified than other employees of the contractor performing the same or similar work.

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 <u>not</u> 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:

a. Understanding of Community Need and Proposed Approach

Describe your understanding of the oral healthcare needs affecting the population within the Shiprock region and explain how your proposed project will improve access to dental and orthodontic services.

Describe how the proposed project will incorporate responsive patient and community education that promotes preventive oral health practices, supports informed decision-making, and encourages ongoing participation in dental and orthodontic treatment.

The narrative should demonstrate an understanding of the unique challenges associated with delivering oral healthcare in rural communities, including provider shortages, geographic isolation, transportation barriers, continuity of care, and limited access to specialty services. Describe how the proposed project addresses these challenges through responsive, patient-centered, and sustainable service delivery approaches.

b. Technical Approach and Service Delivery

Describe the services your organization proposes to provide and how they will be implemented throughout the contract period.

Explain how patients will access services and how barriers related to provider availability, scheduling, transportation, continuity of care, and oral health literacy will be addressed. If applicable, describe patient education, preventive oral health initiatives, community outreach, or other culturally appropriate strategies designed to improve long-term oral health outcomes and encourage continued engagement in care.

The narrative shall clearly describe the proposed service delivery model, including the types of dental and orthodontic services to be provided, implementation methodology, staffing approach, project management structure, anticipated timeline, and major milestones. Describe how the proposed project will increase access to care through activities such as expanding provider capacity, increasing clinic operations, implementing mobile or satellite services, developing clinical partnerships, or other innovative approaches. Explain how patients will access services and how barriers related to provider availability, scheduling, transportation, and continuity of care will be addressed.

c. Anticipated Outcomes and Performance Measurement

Describe the results your organization expects to achieve and explain how project performance will be measured.

If patient or community education is proposed, describe how its effectiveness will be measured, including participation, knowledge gained, changes in preventive care practices, or other appropriate indicators.

Identify measurable outputs and outcomes that demonstrate improvements in access to dental and orthodontic services. Describe how project performance will be monitored, data will be collected and reported, and project success will be evaluated. At a minimum, describe how the organization will measure service utilization, patient access, implementation progress, outreach activities, and other performance indicators relevant to the proposed project.

d. Project Readiness and Organizational Capacity

Describe your organization's ability to begin providing services upon contract execution and successfully complete all work within the contract period.

Include information regarding staffing, facilities, equipment, financial management systems, project management capacity, existing infrastructure, and organizational resources available to support successful implementation. Describe the organization's ability to comply with reporting requirements, maintain required professional licenses and certifications, and meet all applicable federal, state, tribal, and professional requirements.

3. 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**
Technical Specifications (corresponds to Section IV.B)	
1. Organizational Experience	25
• Relevant experience with other customers/states	
2. Organizational References	25
3. Scope of Work **(IV.B.A 1-6)**	100
• Narrative summary of how the Offeror will meet expectations	
3. Mandatory Specifications **(IV.B.4 a-d)**	
a. Understanding of Need and Proposed Approach	50
b. Technical Approach and Work Plan	50
c. Anticipated Outcomes and Performance Measurement	50
d. Project Readiness and Capacity	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	**450**

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 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.

2. **B.2 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.

3. **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 relevant materials, support workforce readiness, and implement strong reporting and evaluation practices.

- **Understanding of Community Need and Proposed Approach (50 Points)**

  The Evaluation Committee will evaluate the Offeror's demonstrated understanding of the oral healthcare needs affecting the population within the Shiprock region and the extent to which the proposed project improves access to dental and orthodontic services.

  The Committee will consider the Offeror's understanding of the unique challenges associated with delivering oral healthcare in rural communities, including provider shortages, geographic isolation, transportation barriers, continuity of care, limited access to specialty services, and other factors affecting patient access. Evaluation will also consider how well the proposal demonstrates culturally responsive service delivery, incorporates patient and community education that promotes preventive oral healthcare and treatment adherence, and describes how the proposed project expands or enhances existing services to improve access.

- **Technical Approach and Work Plan (50 Points)**

The Evaluation Committee will evaluate the quality, feasibility, and completeness of the proposed technical approach for implementing the project throughout the contract period.

Evaluation will consider the clarity of the proposed methodology, scope of dental and orthodontic services, implementation timeline, staffing plan, project management approach, anticipated milestones, and geographic areas to be served. The Committee will also assess the Offeror's strategies for increasing access to care through expanded provider capacity, clinic operations, mobile or satellite services, clinical partnerships, or other innovative service delivery models.

Consideration will also be given to how the proposal addresses barriers related to provider availability, appointment scheduling, transportation, continuity of care, and patient engagement, as well as coordination with local governments, healthcare providers, community organizations, educational institutions, or other partners, as applicable.

- **Anticipated Outcomes and Performance Measurement (50 Points)**

The Evaluation Committee will evaluate the extent to which the proposal identifies meaningful, measurable project outcomes and presents a practical plan for measuring project performance.

Evaluation will consider the quality and relevance of proposed outputs and outcomes, the methods for collecting and reporting performance data, and the overall approach to evaluating project success. The Committee will also assess whether the proposed performance measures demonstrate improvements in patient access to dental and orthodontic services, service utilization, preventive oral healthcare education, continuity of care, community outreach, and other measurable outcomes that improve oral health services for populations within the Shiprock region.

- **Project Readiness and Capacity (50 Points)**

The Evaluation Committee will evaluate the Offeror's demonstrated ability to begin work upon contract execution and successfully complete all work within the contract period.

Evaluation will consider the adequacy of staffing, organizational resources, facilities, equipment, clinical infrastructure, financial management systems, project management capacity, and existing partnerships necessary to successfully implement the proposed project. The Committee will also assess the Offeror's demonstrated ability to comply with reporting requirements, maintain required professional licenses and certifications, meet applicable federal, state, tribal, and professional requirements, and successfully administer the project throughout the contract period.

4. **C.1 Financial Stability (pass/fail only)**
   No points assigned.

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

No points assigned.

6. **C.4 Campaign Contribution Disclosure Form (pass/fail only)**
   No points assigned.

7. **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

Dental and Orthodontic Access Expansion Services for Citizens in Shiprock, NM

RFP# 27-609-P696-00003

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: Raquel Gomez, New Mexico Indian Affairs Department, Procurement Manager

Email: raquel.gomez@iad.nm.gov

Dental and Orthodontic Access Expansion Services for Citizens in Shiprock, NM

RFP# 27-609-P696-00003

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.

STATE OF NEW MEXICO

INDIAN AFFAIRS DEPARTMENT

PROFESSIONAL SERVICES CONTRACT # **27-609-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," collectively referred to as the "Parties" 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. <u>Scope of Work.</u>

The Contractor shall provide innovative approaches that improve access to care, including, but not limited to, mobile dental or orthodontic services, increasing providers, expanded clinic operations, new clinical partnerships, satellite service locations, or other models that increase the availability of services to the population within the Shiprock, New Mexico area.

At a minimum, the Contractor shall:

5. Service Expansion and Implementation

1) Support its delivery of dental and/or orthodontic service capacity within Shiprock, NM.

2) Provide services designed to increase patient access.

3) Develop and implement an operational plan that minimizes barriers to care, including provider availability, appointment scheduling, transportation considerations, and continuity of treatment.

6. Clinical Services

Provide following services:

- Dental care

- Orthodontic Care, including braces and related services

7. Project Management

4) Maintain all required professional licenses, certifications, and insurance necessary to provide proposed services.
5) Participate in meetings with the Department, as requested, to review implementation progress and project performance.
6) Maintain appropriate records documenting services provided and project outcomes.

8. Reporting

Submit quarterly progress reports summarizing implementation activities, challenges encountered, corrective actions, and project outcomes. Reports shall include, at a minimum:

- Service delivery model implemented.
- Number of clinic days.
- Number of unduplicated patients served.
- Number and type of dental services provided.
- Number of orthodontic consultations initiated.
- Number of patients receiving braces or active orthodontic treatment.
- Community outreach activities completed, including dates and locations.
- Success stories, lessons learned, and recommendations for sustainability;
- Complete the final report template (Exhibit) that summarizes project activities, accomplishments, outcomes, and lessons learned during the contract period.

9. Any other work specified in the scope of work as it appears in Exhibit A (deliverable matrix).

2. <u>Compensation.</u>

A. The Agency shall pay the Contractor for services satisfactorily performed in the amount of AMOUNT IN WORDS ($AMOUNT IN NUMBERS WITH CENTS). The total compensation under this Agreement shall not exceed AMOUNT IN WORDS ($AMOUNT IN NUMBERS WITH CENTS) <u>including/excluding</u> gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling AMOUNT IN WORDS ($AMOUNT IN NUMBERS WITH CENTS) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed DOLLAR AMOUNT IN WORDS ($AMOUNT IN NUMBERS WITH CENTS). 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 exceeding the total compensation amount without this Agreement being amended in writing prior to those services exceeding the total compensation amount being provided.

F. 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***.

G. 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 (30) 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 (30) days of 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, 202X,** 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 agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its subcontractors, 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, NMSA 1978, §§ 10-16-1 through 10-16-18. 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; and

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; and

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 Paragraphs 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. <u>Amendment.</u>

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

EMAIL

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 all applicable state 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

D. APPENDIX D – COST RESPONSE 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#: 27-609-P696-00003

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: Raquel Gomez, New Mexico Indian Affairs Department, Procurement Manager; Email: raquel.gomez@iad.nm.gov by 12/11/2026 5:00 PM MST 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 # 25-609-P696-00003

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, Indian Affairs Department via Dropbox to: https://www.dropbox.com/request/xja7o22a2l2og8iap77f

Forms must be submitted no later than 12/11/2026 at 5 P.M. 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 raquel.gomez@iad.nm.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	

Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project/Service description	
Project/Service dates **(start and end dates)**	
Type of related services	

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?