New Mexico Public Schools Insurance Authority

REQUEST FOR PROPOSALS (RFP)

Anonymous Reporting System

RFP# 342-2027-07

RFP Release Date:
11/9/2026

Proposal Due Date:
12/9/2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of a proactive anonymous system for reporting and prevention of threats, inappropriate behavior, sexual abuse and misconduct, school violence, and other incidents where students or school staff may harm themselves or others for New Mexico Public Schools Insurance Authority (NMPSIA) members.

B. BACKGROUND INFORMATION

The Authority is a public entity pool created pursuant to the Public Schools Insurance Authority Act (Sect. 22-29-1 et seq. NMSA 1978). It is charged with providing comprehensive core insurance programs for participating employers and public-school districts' property/liability and workers' compensation insurance (Risk), and the full range of employee benefits coverages for participating public employees and dependents (Benefits). NMPSIA is governed by an 11-member Board of Directors responsible for administering the Public School Insurance Authority Act.

The purpose of the Authority is to provide comprehensive core insurance programs for all participating public and charter schools and to maximize cost-containment opportunities for required insurance coverage. The "Risk-Related" program of the Authority was legislatively mandated on July 1, 1986, for all public K-12 and charter schools. Albuquerque Public Schools (APS) currently does not participate in the Authority risk pool; however, APS may request to join the pool during the contract period. During each four (4) year contract period, members are prohibited from withdrawing from the Pool. In addition to the K-12 School Districts, there are post-secondary educational institutions, non-educational entities, and charter schools. The geographical area exposed to the Authority is statewide.

C. SCOPE OF PROCUREMENT

NMPSIA is seeking to contract with a qualified and experienced vendor to implement a proactive anonymous system for reporting, and prevention of threats, inappropriate behavior, sexual abuse and molestation, school violence, and other incidents where students or school staff may harm themselves or others.

Full details of the procurement can be found in the Scope of Work, in Section IV. A.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

The contract may be for a term of four (4) years or extended for up to three (3) additional one (1) year periods.

D. PROCUREMENT MANAGER

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

Name: Claudette Roybal
Telephone: (505) 469-5746
Email: psia.procurement@state.nm.us

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the NMPSIA.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via psia.procurement@state.nm.us. Refer to Section III. for instructions.

****Include RFP name and RFP#***
Anonymous Reporting System
RFP# 342-2027-07

F. DEFINITION OF 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.

2. "**ARS**" means Anonymous Reporting System.

3. **"Authority"** means The New Mexico Public Schools Insurance Authority sponsoring this Procurement.

4. "**Award**" means the final execution of the contract document.

5. "**Business Hours**" means 8:00 AM through 5:00 PM Mountain Standard Time (MST).

6. "**Close of Business**" means 5:00 PM Mountain Standard Time (MST).

7. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

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

9. "**Contractor**" means any business having a contract with a state agency, authority, or local public body.

10. "**COPPA**" means Children's Online Privacy Protection Rule.

11. "**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.

12. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

13. "**Electronic Submission**" means a successful submittal of Offeror's proposal to the psia.procurement@state.nm.us , in such cases where email submissions are accepted.

14. "**Electronic Version/Copy**" means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The electronic version/copy MUST be emailed.

15. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

16. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

17. "**FERPA**" means Family Educational Rights and Privacy Act.

18. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

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

20. "**HIPAA**" means Health Insurance Portability and Accountability Act.

21. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

22. "**IT**" means Information Technology.

23. "**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.**

24. **"Members" –** means all insured school district and charter schools, other educational entities participating in the NMPSIA Risk and or Benefits Program.

25. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

26. **"NMPSIA**" means The New Mexico Public Schools Insurance Authority.

27. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

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

29. "**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.

30. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

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

32. "**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.

33. "**Responsive Offer**" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity, or delivery requirements.

34. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

35. "**State (the State)**" means the State of New Mexico.

36. "**State Agency**" means any department, commission, council, board, committee, institution, legislative body, agency, authority, 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.

37. **"State Purchasing Agent"** means the Director of the Purchasing Division of the General Services Department.

38. "**Statement of Concurrence**" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

39. "**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.

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

G. PROCUREMENT LIBRARY

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

Electronic version of RFP, Questions & Answers, RFP Amendments, etc. https://nmpsia.com/procurements.html

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	NMPSIA	11/09/2026
2. Acknowledgement of Receipt Form	Potential Offerors	11/16/2026
3. Deadline to submit Written Questions	Potential Offerors	11/16/2026
4. Response to Written Questions	Procurement Manager	11/19/2026
5. Deadline to submit references	Potential Offerors	12/09/2026
6. Submission of Proposal	***Potential Offerors***	12/09/2026
7.* Proposal Evaluation	Evaluation Committee	TBD
8.* Selection of Finalists	Evaluation Committee	TBD
9 * Oral Presentation(s)	Finalist Offerors	TBD
10.* Best and Final Offers	Finalist Offerors	TBD
11.* Finalize Contractual Agreements	NMPSIA/Finalist Offerors	TBD
12.* Contract Awards	NMPSIA/ Finalist Offerors	TBD
13.* Protest Deadline	NMPSIA	+15 days

*Dates indicated in Events 7 through 13 are estimates only and may be subject to change without requiring 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 NMPSIA on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Claudette Roybal, at psia.procurement@state.nm.us, to have their organization placed on the Procurement Distribution List. The form must be returned by 3:00 pm Mountain Standard Time 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 3:00 pm MST 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).

An electronic version of the Questions and Answers will be posted to: https://nmpsia.com/procurements.html

5. Submission of Proposal

Only **electronic** proposal submission is allowed.

ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.**

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via email by the deadline set forth in this RFP. *Please ensure that you, as the Offeror,* ***allow adequate time for large uploads and to fully complete your submittal by the deadline***. *A submission that is not both: (1) fully complete; and (2) received, via the email by the deadline, will be deemed late. Further, a submission that is not fully*

complete and received via email by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.**

Proposals must be addressed and delivered to the Procurement Manager at the address identified in Section I.E via email. Proposals submitted by facsimile, or other electronic means other than via psia.procurement@state.nm.us, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required Authority's 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. A schedule for Oral Presentation, if any, will be determined at this time. Responsive proposals will be evaluated on the factors in Section IV, which include factors assigned a point value. The responsible Offeror(s) with the highest scores will be selected as finalist Offeror(s), based upon the proposals submitted. The responsible Offeror(s) whose proposals are most advantageous to the Authority, taking into consideration the evaluation factors in Section IV, will be recommended for award.

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. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

If an Offeror's Best and Final Offer contains confidential information, as defined in section I.F.6 and detailed in Section II.C., Offeror must submit two (2) separate Electronic Best and Final Offers:

- One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as in (def. Section I.F.) versions for evaluation purposes; and

- One (1) redacted (def. Section I.F.) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions must be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc). The Authority will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and NMPSIA.

10. Finalize Contractual Agreements

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

11. Contract Awards

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

12. Protest Deadline

Any protest by an Offeror must be submitted timely and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The **15-calendar** day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST 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 for the basis protest including

appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

New Mexico Public Schools Insurance Authority
General Counsel
410 Old Taos Highway
Santa Fe, New Mexico

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, 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 the Authority which may derive from this RFP. The Authority entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors may not be 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 Authority 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 deadline for receipt of proposals via psia.procurement@state.nm.us. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Authority 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 via psia.procurement@state.nm.us. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, 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.

8. Disclosure of Proposal Contents

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

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

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.A.1.a.i shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

If a request is received for disclosure of proprietary or confidential materials, the Authority 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 Authority 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 Authority's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Authority 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 via psia.procurement@state.nm.us, 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 the Authority and a contractor will follow the format specified by the Authority and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting Authority reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Authority discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Authority (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP 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 Authority 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 Authority 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 Authority. See Section II.C.15 for requirements.

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Authority Rights

The Authority 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 Authority written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Authority 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 Electronic Proposals

All electronic documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all electronic responses received via psia.procurement@state.nm.us shall be destroyed by the NMPSIA within three (3) business days of notification of the cancellation.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made

available to any individual or organization by the contractor without the prior written approval of the Authority.

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 Authority'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 Authority, the Offeror acknowledges that the version maintained by the Authority shall govern. Please refer to: https://nmpsia.com/procurements.html

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

30. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be **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).**

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Phone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only necessary if the response(s) differ from the individual(s) 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, 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 Authority or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business

dealings.

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

32. New Mexico/Native American Resident Preferences

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

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

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

1. ELECTRONIC SUBMISSION ONLY

Proposals in response to this RFP must be submitted through NMPSIA's procurement email address ONLY: (psia.procurement@state.nm.us) The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below.

EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit. 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 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.

a) **Technical Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.A.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

i. Confidential Information: If Offeror's proposal contains confidential information, as defined in Section I.F. and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :

- One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.) versions for evaluation purposes; **and**
- One (1) **redacted** (def. Section I.F.) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

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**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.*

The ELECTRONIC proposal submission **must be fully uploaded** by the submission deadline in Section II.A.

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the NMPSIA's procurement email psia.procurement@state.nm.us by the deadline set forth in this RFP.

*Please ensure that you, as the Offeror, **allow adequate time for large uploads and to fully complete your submittal by the deadline**. A submission that is not both: (1) fully complete; and (2) received, will be deemed late. Further, a submission that is not fully complete and received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE OFFER CAN BE ACCEPTED**.*

Any proposal that does not adhere to the requirements of this Section and **Section III.B.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

B. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. 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 <u>ONLY</u> in the Cost Proposal.***

Technical Proposal – **<u>DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.</u>**

A. Signed Letter of Transmittal
B. Signed Campaign Contribution Form
C. Table of Contents
D. Response to Contract Terms and Conditions (from Section II.C.15)
E. Offeror's Additional Terms and Conditions (from Section II.C.16)
F. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal/Attachment 2)**
    1. Organizational Experience
    2. Organizational References
    3. Oral Presentation (if applicable)
    4. Mandatory Specification
    5. Desirable Specification
    6. Financial Stability (Financial information considered confidential, detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.A.1.a.i . as applicable)
    7. Performance Surety Bond (if applicable)
    8. New Mexico/Native American Resident Preferences (if applicable)
G. Other Supporting Material (if applicable)

Cost Proposal (Attachment 2):

1. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur <u>ONLY</u> in the Cost Proposal Attachment 2.**

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 TECHNICAL PROPOSAL SUMMARY.

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The Contractor shall perform the following services:

1. The Awardee shall provide an evidence-based anonymous reporting solution to support mental health, wellness, crisis prevention, and threat identification for NMPSIA Member Schools. The system must enable students and employees to anonymously report concerns involving personal crises, misconduct, inappropriate behaviors, or potential harm to self or others.

2. ARS Platform Requirements (The Anonymous Reporting System shall)
   a. Offer multiple anonymous reporting methods, including mobile application, website, text, and telephone hotline.
   b. Provide secure, encrypted, two-way anonymous communication and a text-like messenger feature used for post-report investigative communication.
   c. Support real-time incident reporting, viewing, and data entry via mobile app and web browser.
   d. Comply with FERPA, HIPAA, and COPPA standards.
   e. Allow incident reporters to attach photos, screenshots, and videos.
   f. Permit administrators to track cases, investigations, and generate reports on incident type, frequency, trends, and outcomes.
   g. Provide configurable user access roles and permissions identified by each Authority Member.
   h. Enable administrators to send long text, pictures, or videos to all users through the mobile application.
   i. Provide built-in workflows designed to reduce paperwork between responding departments.
   j. Integrate with an internal incident management system accessible through web browser and Apple/Android applications.

3. Monitoring, Escalation, and Crisis Response Requirements
   a. Provide 24/7/365 monitoring and vetting of all reports.
   b. Ensure immediate review of incoming incidents by the incident response center.
   c. Include escalation capabilities that allow engagement of law enforcement or first responders directly with the anonymous reporter when needed.
   d. Support crisis text line integration with 24/7/365 crisis counselors available for intervention.
   e. Route emergencies and imminent threats immediately to pre-defined emergency contacts. Each Authority Member must designate at least three emergency contacts (minimum one 24/7/365 law enforcement or first-responder contact).

4. Automated Routing and Notification Requirements (The ARS shall)

a. Provide automated incident routing and notification to designated administrators and groups.
b. Allow Authority Members to assign incident workflow groups and routing priority.
c. Deliver incidents through an integrated management system for investigation and resolution.

5. Data, Reporting, and Dashboard Requirements
   a. Provide a reporting dashboard capable of displaying, at minimum:
      i. Incident volume by threat/urgency level and by reporting source.
      ii. Life-threat vs. non-life-threat incident analysis.
      iii. Top reporting categories for each threat level.
      iv. Average time to open and close incidents (ARS monitoring agents and Authority Member administrators).
      v. Messenger usage metrics.
      vi. Two-way anonymous chat volume.
      vii. Crisis text line activity.
   b. The Authority, the New Mexico Public Education Department, and/or the Authority Loss Prevention Contractor must have access to all data and reporting features. Each Authority Member functions as an individual customer for implementation and services.

6. Training, Onboarding, and Educational Materials
   a. Provide onboarding and implementation support tailored to each Authority Member's size and location.
   b. Deliver training in person or virtually per Authority Member preference.
   c. Supply comprehensive education and training materials covering the ARS, Social Emotional Learning tools, NeuroResilience resources, and system usage for students, staff, administrators, and support personnel.

7. Vetting Services (24-Hour Option)
   a. For Authority Members opting into 24-hour vetting, the Awardee shall:
      i. Create district accounts and collect emergency contact information.
      ii. Deliver daily email summaries identifying incident types for quick review.
      iii. Provide continuous (24/7/365) vetting of all reports, including prompt response via Messenger and immediate escalation of life-threatening situations.
      iv. Issue monthly progress reports for each participating Member.

8. Optional Content Packages
   a. The Authority may add custom-curated Student, Staff, and/or Risk Management content packages in agreement with the Awardee.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

a) Provide a detailed description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge as a provider of anonymous reporting.

b) Provide a detailed resume of all key personnel the Offeror proposes to use in the performance of the resulting contract, should the Offeror be awarded. Please include a corporate organizational chart.

   Provide corporate and call center locations. For each location, list the name of the key contact with title, address, phone, and email address, along with a resume. Offeror must include key personnel education and work experience, including professional experience, years and type of experience, relevant/applicable certifications/licenses, and number of years with the proposer.

c) Indicate how many schools currently use the reporting system, and how many total users currently use the reporting system. How many have been installed in the last three years?

d) Describe at least two project successes and two project failures of an Anonymous Reporting System implementation or member conversion. Include how each experience improved the Offeror's services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

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

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Mandatory Specifications

The offeror must be able to provide anonymous reporting, taking into account strategic value, administration, implementation, quality assessment, engagement, and experience.

4. Desirable Specification.

Please submit a narrative response to each of the following prompts in the same order and format as shown below.

System Functionality

a. Outline current features supported.
b. Detail the user experience for students, school staff, other stakeholders, etc.
c. Describe the sequence of events from the initiation of an incident, communication of the event, to whom the communications are sent, and how emergencies are defined, determined, and escalated and to whom they are escalated.
d. The proposer should provide examples of ten (10) incidents reported through its reporting system in the previous twelve (12) months, as well as information on the proposer's response(s) to such incidents, if any.
e. Detail how a life and death crisis is identified and triaged.
f. Explain system reporting capability.
g. How does the system ensure anonymity, including any industry standards?

Technical Overview

a. Please provide details as to platform, points of presence, redundancy, back-up, firewall/security, application size, website's availability/uptime for the previous 6 months, etc.
b. How is data secured? How is data destroyed if a member leaves the software?
c. Describe end-user hardware/software/OS/app requirements, including supported web browsers.
d. What languages are currently supported in the system? What additional language support is planned?
e. Detail how the system complies with Web Content Accessibility Guidelines (WCAG) 2.1.

f. What are your technical support's standard hours of operation if school administrators need assistance with incident reporting and/or the incident monitoring service?

Process Overview

a. Provide the requirements necessary (human resource and financial capital) for NMPSIA to manage and administer the system.
b. A dedicated program manager who will be the main point of contact to the 90 school districts and the 111 charter schools in the state. The manager will oversee the implementation, training, and launch of the program. They will provide ongoing support to ensure the program is operating effectively.
c. Describe stakeholder training and educational materials available.
d. Provide the requirements necessary to facilitate start-up and ensure long-term sustainability.
e. Describe the system registration process for users and obtaining parental consent.
f. Describe how a member would transition into or out of the system.
g. Provide guidance and suggested templates for member/student code of conduct.
h. Provide some standard branding/marketing materials/information for the ESC to use on their website to promote the selected product

Reporting Capabilities

a. Respondent shall provide a sample of reports that outline services described in the Scope of Work.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

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

Failure to respond with supporting documentation will result in Offerors disqualification.

2. Performance Surety Bond.

Reserved

If required, Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A Statement of Concurrence, as defined in Section I.F., must be submitted in the Offeror's proposal.**

3. **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.**

4. **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.**

5. **Oral Presentation**

If selected as a finalist, Offerors agree to provide the Evaluation Committee with the opportunity to interview proposed staff members identified by the Evaluation Committee. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. **A statement of concurrence will be required.**

6. **Cost**

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by using the following formula:

Lowest Responsive Offeror's Cost
----------X 300 = Awarded Points
This Offeror's Cost".

Or

Offerors must complete the Cost Response Form in APPENDIX D. New Mexico/Native American Resident Preferences

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

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Factors *(Correspond to Sections IV.B and IV.C)*	Points Available
B. Technical Specifications (## Total Points)	
B. 1. Organizational Experience	150
B. 2. Organizational References	30
B. 3. Mandatory Specification	Pass/Fail
B. 4. Desirable Specification	420
C. Business Specifications (## Total Points)	
C.1. Financial Stability	
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C.5. Oral Presentations	100
C.6. Cost	300
TOTAL POINTS AVAILABLE	**1,000**
C.7. New Mexico / Native American Resident Preference	**80**
C.7. New Mexico / Native American Resident Veteran Preference Points per Section IV C.7	**100**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

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

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

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

Points will be awarded based upon an evaluation of the responses to 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 Authority 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.3 Mandatory Specifications (Pass/Fail)

The offeror must be able to provide anonymous reporting, taking into account strategic value, administration, implementation, quality assessment, engagement, and experience.

4. B.4 Desirable Specifications (See Table 1)

Please submit a narrative response to each of the following prompts in the same order and format as shown below.

System Functionality

a. Outline current features supported.
b. Detail the user experience for students, school staff, other stakeholders, etc.
c. Describe the sequence of events from the initiation of an incident, communication of the event, to whom the communications are sent, and how emergencies are defined, determined, and escalated and to whom they are escalated.
d. The proposer should provide examples of ten (10) incidents reported through its reporting system in the previous twelve (12) months, as well as information on the proposer's response(s) to such incidents, if any.
e. Detail how a life and death crisis is identified and triaged.
f. Explain system reporting capability.
g. How does the system ensure anonymity, including any industry standards?

Technical Overview

a. Please provide details as to platform, points of presence, redundancy, back-up, firewall/security, application size, website's availability/uptime for the previous 6 months, etc.
b. How is data secured? How is data destroyed if a member leaves the software?
c. Describe end-user hardware/software/OS/app requirements, including supported web browsers.
d. What languages are currently supported in the system? What additional language support is planned?
e. Detail how the system complies with Web Content Accessibility Guidelines (WCAG) 2.1.

f. What are your technical support's standard hours of operation if school administrators need assistance with incident reporting and/or the incident monitoring service?

Process Overview

a. Provide the requirements necessary (human resource and financial capital) for NMPSIA to manage and administer the system.
b. A dedicated program manager who will be the main point of contact to the 90 school districts and the 111 charter schools in the state. The manager will oversee the implementation, training, and launch of the program. They will provide ongoing support to ensure the program is operating effectively.
c. Describe stakeholder training and educational materials available.
d. Provide the requirements necessary to facilitate start-up and ensure long-term sustainability.
e. Describe the system registration process for users and obtaining parental consent.
f. Describe how a member would transition into or out of the system.
g. Provide guidance and suggested templates for member/student code of conduct.
h. Provide some standard branding/marketing materials/information for the ESC to use on their website to promote the selected product

Reporting Capabilities

a. Respondent shall provide a sample of reports that outline services described in the Scope of Work.

5. C.1. Financial Stability (Pass/Fail)

Pass/Fail only. No points assigned. 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).

6. C.2 Performance Bond (Pass/Fail)

Reserved

7. C.3 Letter of Transmittal (Pass/Fail)

Pass/Fail only. No points assigned. 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, to return a signed, unaltered form will result in Offeror's disqualification.

8. C.4 Campaign Contribution Disclosure Form (Pass/Fail)

Pass/Fail only. No points assigned. 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).

9. C.5 Oral Presentation (See Table 1)

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

If selected as a finalist, Offerors agree to provide the Evaluation Committee with the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Authority. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

10. C.6. Cost (See Table 1)

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

Lowest Responsive Offeror's Cost (avg of 4 years)
---------- X Available Award Points (300)
Each Offeror's Cost (avg of 4 years)

11. C.7. New Mexico/Native American Resident Preferences

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

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

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

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

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

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

Acknowledgement of Receipt Form

REQUEST FOR PROPOSAL
Anonymous Reporting System
RFP # 342-2027-07

ACKNOWLEDGEMENT OF RECEIPT FORM

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

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Claudette Roybal, Procurement Manager
E-mail: psia.procurement@state.nm.us
Subject Line: RFP #342-2027-07

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP#342-2027-07

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

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

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

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

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

_____ _____

Signature Date

_____

Title (Position)

APPENDIX C

DRAFT CONTRACT

DRAFT CONTRACT

STATE OF NEW MEXICO

NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Public Schools Insurance Authority (NMPSIA),** hereinafter referred to as the "Authority," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Authority.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
   The Contractor shall perform the following work:

   A. The Awardee shall provide an evidence-based anonymous reporting solution to support mental health, wellness, crisis prevention, and threat identification for NMPSIA Member Schools. The system must enable students and employees to anonymously report concerns involving personal crises, misconduct, inappropriate behaviors, or potential harm to self or others.
   B. ARS Platform Requirements (The Anonymous Reporting System shall)
      a. Offer multiple anonymous reporting methods, including mobile application, website, text, and telephone hotline.
      b. Provide secure, encrypted, two-way anonymous communication and a text-like messenger feature used for post-report investigative communication.
      c. Support real-time incident reporting, viewing, and data entry via mobile app and web browser.
      d. Comply with FERPA, HIPAA, and COPPA standards.
      e. Allow incident reporters to attach photos, screenshots, and videos.
      f. Permit administrators to track cases, investigations, and generate reports on incident type, frequency, trends, and outcomes.
      g. Provide configurable user access roles and permissions identified by each Authority Member.
      h. Enable administrators to send long text, pictures, or videos to all users through the mobile application.
      i. Provide built-in workflows designed to reduce paperwork between responding departments.
      j. Integrate with an internal incident management system accessible through web browser and Apple/Android applications.
   C. Monitoring, Escalation, and Crisis Response Requirements
      a. Provide 24/7/365 monitoring and vetting of all reports.
      b. Ensure immediate review of incoming incidents by the incident response center.
      c. Include escalation capabilities that allow engagement of law enforcement or first responders directly with the anonymous reporter when needed.

d. Support crisis text line integration with 24/7/365 crisis counselors available for intervention.
e. Route emergencies and imminent threats immediately to pre-defined emergency contacts. Each Authority Member must designate at least three emergency contacts (minimum one 24/7/365 law enforcement or first-responder contact).

D. Automated Routing and Notification Requirements (The ARS shall)
a. Provide automated incident routing and notification to designated administrators and groups.
b. Allow Authority Members to assign incident workflow groups and routing priority.
c. Deliver incidents through an integrated management system for investigation and resolution.

E. Data, Reporting, and Dashboard Requirements
a. Provide a reporting dashboard capable of displaying, at minimum:
b. Incident volume by threat/urgency level and by reporting source.
c. Life-threat vs. non-life-threat incident analysis.
d. Top reporting categories for each threat level.
e. Average time to open and close incidents (ARS monitoring agents and Authority Member administrators).
f. Messenger usage metrics.
g. Two-way anonymous chat volume.
h. Crisis text line activity.
i. The Authority, the New Mexico Public Education Department, and/or the Authority Loss Prevention Contractor must have access to all data and reporting features. Each Authority Member functions as an individual customer for implementation and services.

F. Training, Onboarding, and Educational Materials
a. Provide onboarding and implementation support tailored to each Authority Member's size and location.
b. Deliver training in person or virtually per Authority Member preference.
c. Supply comprehensive education and training materials covering the ARS, Social Emotional Learning tools, NeuroResilience resources, and system usage for students, staff, administrators, and support personnel.

G. Vetting Services (24-Hour Option)
a. For Authority Members opting into 24-hour vetting, the Awardee shall:
Create district accounts and collect emergency contact information.
Deliver daily email summaries identifying incident types for quick review.
Provide continuous (24/7/365) vetting of all reports, including prompt response via Messenger and immediate escalation of life-threatening situations.
Issue monthly progress reports for each participating Member.

H. Optional Content Packages
a. The Authority may add custom-curated Student, Staff, and/or Risk Management content packages in agreement with the Awardee.

2. <u>Compensation.</u>

A. The Authority shall pay to the Contractor in full payment for services satisfactorily

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

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

(—OR—)
(CHOICE – MULTI-YEAR)

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

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

E. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Authority finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial

action. Upon certification by the Authority that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Authority shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

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

4. Termination.

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

B. Notice; Authority Opportunity to Cure.

1. **Termination by Authority.** Except as otherwise provided in Paragraph 4(B)(3), the Authority may terminate this Agreement for convenience or for cause by providing Contractor at least thirty (30) days' prior written notice of the intended date of termination.

2. **Termination by Contractor.** Contractor may terminate this Agreement based upon the Authority's material breach only by providing the Authority at least one hundred eighty (180) days' prior written notice of the intended date of termination. The notice shall identify with reasonable specificity each material breach upon which the proposed termination is based and the action Contractor contends is necessary to cure the breach.

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

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

3. **Immediate Termination by Authority.** Notwithstanding the foregoing, the Authority may terminate this Agreement immediately upon written notice to Contractor if: (i) Contractor becomes unable to perform the Services required under this Agreement, as

reasonably determined by the Authority; (ii) Contractor is suspended or debarred by the State Purchasing Agent; (iii) this Agreement terminates pursuant to Paragraph 5, "Appropriations"; or (iv) another provision of this Agreement expressly authorizes immediate termination.

C. **Liability Upon Termination**. Except as otherwise expressly provided in this Agreement, the Authority's liability upon termination shall be limited to payment for Services satisfactorily performed and accepted by the Authority through the effective date of termination. Termination shall not waive or otherwise affect either party's rights, remedies, obligations, or liabilities arising from any act, omission, default, or breach occurring prior to the effective date of termination. Contractor shall submit its final invoice within thirty (30) days after the effective date of termination.

Nothing in this Paragraph limits or waives any other right or remedy available to the Authority under this Agreement, at law, or in equity arising from Contractor's default or breach.

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

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 Authority to the Contractor. The Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Authority proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

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

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 Authority.

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 Authority. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Authority.

9. Release.

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

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 Authority.

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 Authority no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

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

1. in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Authority employee while such employee was or is employed by the Authority and participating directly or indirectly in the Authority's contracting process;
2. his Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
3. in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Authority's making this Agreement;
4. this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
5. in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
6. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Authority.

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

anything in the Agreement to the contrary, the Authority may immediately terminate the Agreement.

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

13. Amendment.

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

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

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 Authority.

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 Authority, the General Services Department/State Purchasing Division and the State Auditor. The Authority shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Authority to recover excessive or illegal payments.

20. Indemnification.

A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Authority, the State of New Mexico, and their respective officers, employees, agents, boards, and representatives from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or relating to:

1. any negligent act or omission, gross negligence, willful misconduct, or violation of law by the Contractor or its officers, employees, agents, subcontractors, or other persons for whom the Contractor is responsible;
2. any material breach by the Contractor of its obligations, representations, or warranties under this Agreement;
3. any actual or alleged infringement, misappropriation, or violation of any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right arising from any services, materials, work product, software, or other item provided by the Contractor under this Agreement;
4. any unauthorized access to, acquisition, use, loss, alteration, destruction, or disclosure of confidential information or Authority Data to the extent caused by the acts or omissions of the Contractor or any of its officers, employees, agents, or subcontractors, including any failure to comply with the confidentiality, privacy, cybersecurity, or data-security requirements of this Agreement or applicable law; or
5. any claim by an employee, agent, subcontractor, or other person engaged by the Contractor arising out of the Contractor's performance of this Agreement, except to the extent caused by the negligence or willful misconduct of the Authority.

B. Scope. The Contractor's obligations under this Section apply to the acts and omissions of the Contractor and all persons or entities performing any portion of the Services on the Contractor's behalf. The Contractor shall not be relieved of its obligations under this Section by the use or approval of any subcontractor by the Authority.

C. Notice and Defense. The Contractor shall promptly notify the Authority's General Counsel in writing of any claim, demand, action, suit, investigation, or proceeding that may give rise to an obligation under this Section, but in no event later than five (5) business days after the Contractor becomes aware of it. The Authority shall have the right to participate in the defense of any such matter with counsel of its choosing. The Contractor shall not settle any claim in a manner that imposes any liability, obligation, admission of wrongdoing, or non-monetary requirement upon the Authority or the State of New Mexico without the Authority's prior written consent.

D. Survival. The obligations imposed by this Section shall survive the expiration or termination of this Agreement.

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 via electronic mail as follows:

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

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

25. Authority.

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

26. Incorporation by Reference and Precedence.

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

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the Authority; and (5) the Contractor's response to the request for proposals.

27. Succession.

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

28. Contractor Personnel.

A. Key Personnel. The Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Authority. Key personnel are those individuals considered by the Authority to be mandatory to the work to be performed under this Agreement. Key personnel shall be agreed upon by both the Authority and the Contractor.

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, qualifications and experience. If the number of Contractor's personnel assigned to the Authority is reduced for any reason, Contractor shall, replace with the same or greater number of personnel with equal ability, experience, and qualifications.

29. Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 et seq, in Santa Fe, New Mexico.

30. Non-Collusion

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

31. Privacy and Security.

A. **Compliance with Law.** Contractor shall comply with all applicable federal and state laws, regulations, and requirements governing the privacy, confidentiality, security, use, disclosure, retention, and protection of information received, accessed, maintained, created, or transmitted in connection with this Agreement, including, as applicable, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and its implementing regulations, 45 C.F.R. Parts 160 and 164. To the extent required by law or the nature of the Services, the parties shall execute an appropriate Business Associate Agreement prior to Contractor's receipt of Protected Health Information.

B. **Authority Data.** For purposes of this Agreement, "Authority Data" means all information, data, records, files, or materials provided or made available to Contractor by or on behalf of the Authority or its participating members, or collected, created, maintained, processed, or generated by Contractor in performing the Services, including member, eligibility, enrollment, census, claims, health, financial, personally identifiable, confidential, and proprietary information.

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

C. **Security Safeguards.** Contractor shall establish, maintain, and enforce reasonable and appropriate administrative, technical, and physical safeguards designed to protect Authority Data against unauthorized access, acquisition, use, disclosure, alteration, loss, destruction, or other compromise. Such safeguards shall be appropriate to the nature and sensitivity of the Authority Data and the risks associated with Contractor's performance of the Services.

D. **Security Incidents.** Contractor shall notify the Authority in writing as soon as practicable, but in no event later than twenty-four (24) hours after discovery of any actual or reasonably suspected unauthorized access to, acquisition, use, disclosure, alteration, loss, destruction, or compromise of Authority Data ("Security Incident").

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

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

32. Equitable Remedies

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

33. Default / Breach

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

34. Headings

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, clauses, subclauses, paragraphs, subparagraphs, sections, and subsections contained herein, refer only to provisions, clauses, subclauses, paragraphs, subparagraphs, sections, and subsections of this Agreement unless otherwise expressly stated.

35. Covenant Against Contingent Fees.

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

36. Third Party Beneficiaries

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

37. Dispute Resolution

A. Disputes. The parties shall first attempt to resolve any dispute regarding, arising out of, or relating to this Agreement ("Dispute") informally prior to any formal resolution. The parties shall exhaust the following escalation procedures prior to initiating formal resolution by arbitration, as set forth below.

B. Escalation Procedures. Either party may notify the other party of a Dispute ("Dispute Notice") in writing by describing the nature of the Dispute with sufficient particularity,

identifying the key persons involved, attaching key documents (collectively, "Information") and identifying that party's primary contact for the Dispute ("Primary Contact"). The receiving party shall, within twenty (20) calendar days, provide a written response ("Dispute Response"), providing that party's response Information and Primary Contact. Within ten (10) Authority business days thereafter, the Primary Contacts will mutually arrange for, and the parties shall conduct, a meeting of the Primary Contacts to negotiate for each of the parties (collectively, "Representatives") to attempt in good faith to resolve the Dispute ("Dispute Meeting").

1. In the event that a Dispute has not been resolved within thirty-five (35) calendar days of a Dispute Meeting, either Party may initiate mediation by providing written notice to the other Party, which shall be conducted in New Mexico, in accordance with the American Arbitration Association Commercial Mediation Rules ("Mediation") using American Arbitration Association mediators or upon consent of both parties a mediator selected through agreement of the parties.. Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the mediator and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the Parties. The Parties shall not, however, be required to mediate the Controversy.
2. In the event that a Dispute has not been resolved by a Dispute Meeting or Mediation within 90 days of the Dispute Meeting, the Dispute shall be settled exclusively by binding arbitration. The arbitration shall be conducted in Albuquerque or Santa Fe, New Mexico, in accordance with the New Mexico Uniform Arbitration Act and American Arbitration Association Commercial Arbitration Rules, and which to the extent of the subject matter of the arbitration, shall be binding not only on all Parties to this Agreement but on any other entity controlled by, in control of or under common control with the Party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the arbitrator and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the Parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity may be instituted by any Party other than to enforce the award of the arbitrator. In the event of conflict between the New Mexico Uniform Arbitration Act and the American Arbitration Association Commercial Arbitration Rules, the New Mexico Act shall govern.

38. <u>Cyber Insurance.</u>

Cyber Insurance. Contractor will maintain in force during the term of this Agreement cyber liability insurance with limits as prescribed on the Declarations Page but not less than a limit of $10,000,000 per claim or aggregate having an A.M Best rating of A-Class VIII or better at the inception of each policy. Such coverage shall include but not be limited to, third party liability coverage for loss or disclosure of data, including liability arising out of Contractor's failure to protect any information deemed confidential by any applicable or governing law, statute or regulation. Upon request, Contractor shall provide evidence of continuous coverage to the Authority. Contractor will notify the Authority immediately if Contractor's insurance coverage is reduced beyond the requirements herein or terminated and not immediately replaced by a

substantially similar insurance program without a disruption in coverage while continuing to meet the requirements herein. The retroactive date of this insurance policy(ies) shall be no later than the effective date of the Agreement. Contractor shall continue to purchase like coverage or procure an extended reporting period to ensure coverage remains in place for a period of not less than two (2) years after the termination of this Agreement.

39. General Liability Insurance.

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

40. Umbrella Liability or Excess Liability Insurance.

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

41. Professional Liability (Errors & Omissions) Insurance.

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

42. Workers Compensation Insurance.

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

43. Use of Artificial Intelligence.

A. **Use and Compliance**. Contractor may use artificial intelligence, machine learning, generative artificial intelligence, automated decision-making systems, or similar technologies (collectively, "AI Systems") in performing the Services only in a manner consistent with this Agreement and applicable law. Contractor shall remain fully responsible for all Services, deliverables, analyses, recommendations, decisions, and work product produced or assisted by an AI System as if produced solely by Contractor.

Contractor's use of AI Systems shall comply with all applicable federal and state laws, regulations, and legally binding requirements and with the privacy, confidentiality, cybersecurity, data-security, intellectual-property, and other requirements of this Agreement.

B. **Human Oversight.** Contractor shall maintain appropriate human oversight of any AI System used in performing the Services. No AI System shall independently make or implement a material decision affecting the Authority, its participating members, employees, members, beneficiaries, procurement activities, claims, coverage, benefits, finances, or contractual rights or obligations without review and approval by a qualified individual authorized by Contractor to make or recommend such decision. Contractor shall independently review and verify the accuracy, completeness, appropriateness, and legal compliance of any AI-generated output that materially affects the Services or any recommendation, decision, or deliverable provided to the Authority.

C. **Protection and Use of Authority Data.** Contractor shall not input, upload, disclose, transmit, or otherwise provide Authority Data or Confidential Information to any publicly accessible AI System or to any third-party AI System unless such use is necessary to perform the Services and has been expressly authorized by the Authority or is subject to contractual, technical, and security safeguards sufficient to satisfy the requirements of this Agreement. Under no circumstances shall Contractor use, or permit any third party to use, Authority Data or Confidential Information to train, retrain, fine-tune, develop, or improve any AI model or system for the benefit of Contractor or any third party without the Authority's prior written consent. Contractor shall ensure that any subcontractor or third party using an AI System in connection with the Services complies with the requirements of this Section.

D. **Accuracy; Nondiscrimination**. Contractor shall take reasonable measures to identify and mitigate material inaccuracies, errors, bias, and unlawful discrimination resulting from its use of AI Systems. Contractor shall not knowingly use an AI System in a manner that results in unlawful discrimination or otherwise violates applicable law. Where an AI System is used to materially assist in an analysis, recommendation, scoring methodology, evaluation, or decision affecting the Authority or its participating members, employees, members, or beneficiaries, Contractor shall maintain appropriate procedures for human review and validation of the AI-generated output.

E. **Disclosure and Cooperation**. Upon the Authority's reasonable written request, Contractor shall identify any AI System materially used in performing the Services and provide a general description of its use and the safeguards employed by Contractor. Contractor shall reasonably cooperate with the Authority in evaluating Contractor's compliance with this Section; provided, however, that Contractor shall not be required to disclose proprietary source code, trade secrets, or other information protected from disclosure by applicable law.

F. **Notice of Material AI-Related Incidents**. Contractor shall promptly notify the Authority of any material error, unauthorized disclosure of Authority Data, unlawful discriminatory outcome, or other material incident arising from Contractor's use of an AI System in performing the Services and shall promptly take reasonable corrective and remedial action.

G. **No Transfer of Responsibility.** Use of an AI System shall not relieve Contractor of any duty, professional standard, contractual obligation, representation, warranty, or liability under this Agreement. Contractor shall be responsible for the acts, omissions, outputs, and

work product resulting from its use of AI Systems to the same extent as if such acts, omissions, outputs, or work product were performed or created directly by Contractor.

H. **Remedies**. Any material violation of this Section shall constitute a material breach of this Agreement. The Authority may require Contractor to immediately discontinue any use of an AI System that the Authority reasonably determines violates this Agreement or creates a material risk to the Authority or Authority Data. The Authority may terminate this Agreement immediately upon written notice for any unauthorized use of Authority Data or Confidential Information in an AI System or any other material violation of this Section that creates a material privacy, security, legal, financial, or operational risk to the Authority.

I. **Survival.** Contractor's obligations concerning Authority Data, Confidential Information, and responsibility for AI-generated work product shall survive the expiration or termination of this Agreement.

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

New Mexico Public Schools Insurance Authority

By: _____ Date: _____
NMPSIA, Board President

(CONTRACTOR)

By: _____ Date: _____
Contractor

APPENDIX D
Cost Response Form

COST RESPONSE FORM

Description	Type	Quantity	Cost per Item

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).

Option Year 1: (xx/xx/xxxx thru xx/xx/xxxx) Price:$_____

Option Year 2: (xx/xx/xxxx thru xx/xx/xxxx) Price:$_____

Option Year 3: (xx/xx/xxxx thru xx/xx/xxxx) Price:$_____

Option Year 4: (xx/xx/xxxx thru xx/xx/xxxx) Price:$_____

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#: 342-2027-07

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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

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

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

-

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

____ No.

____ Yes. Identify subcontractor/s: _____

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

____ No.

____ Yes. Identify entity/-ies: _____

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

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

Sign: _____ Date: _____

(*Must be signed by the individual identified in item #2.A, above*.)

APPENDIX 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, Procurement Manager, at psia.procurement@state.nm.us by the due date for the Request for Proposals 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 # 342-2027-07
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

_____

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the State of New Mexico, NMPSIA via e-mail at:

Name: Claudette Roybal, Procurement Manager
Email: psia.procurement@state.nm.us

Forms must be submitted no later than the due date in the Sequence of Events shown in Section II.A. **and must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the Authority's **Procurement Manager** at 505-469-5746 or psia.procurement@state.nm.us . 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 description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

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

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

1. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

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

   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

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

   COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

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

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

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

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS: