WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM
OF THE
DEPARTMENT OF HEALTH

REQUEST FOR PROPOSALS (RFP)

VENDOR COMPLIANCE BUYER AND INVESTIGATOR

RFP#
27-665-2004-78443

RFP Release Date: November 19, 2026

Proposal Due Date: December 18, 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 Vendor Compliance Buyer and Investigator. The New Mexico Women, Infants, and Children (WIC) Program seeks an experienced compliance buyer investigator to conduct covert compliance purchases and investigations of authorized WIC vendors statewide. Services include planning and executing compliance buys, documenting vendor practices, verifying adherence to federal and state regulations (7 CFR Part 246.12 and 7.31.2 NMAC), and preparing detailed investigative reports.

The investigator will perform demographic-appropriate covert activities, collect photographic and written evidence, review receipts, and ensure proper disposition of purchased items. Additional responsibilities include maintaining secure records, preparing invoices, and supporting potential hearings or enforcement actions.

B. BACKGROUND INFORMATION

A procurement is required to secure a qualified, independent contractor to perform covert compliance buys at authorized New Mexico WIC vendor locations on behalf of the New Mexico WIC Program. This specialized methodology requires external undercover investigators to legally simulate participant transactions, ensuring accurate detection of vendor fraud, specifically prioritizing high-risk vendors.

The New Mexico Women, Infants, and Children (WIC) Program authorizes retail vendors to provide approved foods to participants using WIC benefits. To maintain program integrity and comply with federal and state regulations (7 CFR Part 246.12 and 7.31.2 NMAC), vendors must be monitored for adherence to program rules.

This procurement will secure investigative services to conduct covert compliance buys and investigations statewide. These activities help detect non-compliance, prevent fraud, and ensure WIC participants receive proper service and approved products.

C. SCOPE OF PROCUREMENT

The contractor will conduct covert compliance buys and investigations of WIC-authorized vendors across New Mexico to verify adherence to federal and state regulations. Tasks include planning and executing compliance purchases, documenting vendor practices, collecting photographic and written evidence, preparing detailed investigative reports, and securely archiving records. Additional responsibilities include proper disposition of purchased items, reviewing receipts for pricing accuracy, and submitting invoices with mileage and expense details.

This RFP will result in a 4 year continuous award.

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

D. PROCUREMENT MANAGER

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

Name: Daniel T. Gonzales, Procurement Manager
Telephone: (505) 479-2961
Email: DanielT.Gonzales@doh.nm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager via the NMDOH Bonfire Procurement Portal. 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 Agency.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978, **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

All deliveries of proposals Must be submitted via the NMDOH Bonfire Procurement Portal. Only electronic submittals in the Bonfire Procurement Portal will be accepted for this RFP.

https://nmhealth.bonfirehub.com/portal/

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 sponsoring this Procurement.

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

3. "**Authorized Vendor**" A retail store approved by the WIC Program to accept WIC benefits for eligible food items.

4. "**Business Hours**" means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

5. "**Close of Business**" means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.

6. "**Compliance Buy**" A covert purchase conducted at a WIC-authorized vendor to assess compliance with applicable program policies, regulations, and vendor agreements. The activity involves acting as a participant, selecting eligible foods, observing vendor behavior, and documenting the transaction to identify potential violations

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,. 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 or local public body.

10. "**Covert Photography**" A discreet photo taken during a compliance buy to document vendor conditions or evidence without detection.

11. "**CVB (Cash Value Benefit)"** A fixed dollar amount issued to the WIC EBT card to obtain WIC authorized fruit and vegetables.

12. "**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.

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

14. "**Demographic Matching**" The practice of dressing and behaving in a manner consistent with the vendor's typical clientele to avoid suspicion during compliance buys.

15. "**Electronic Submission**" means a successful submittal of Offeror's proposal in the Bonfire system.

16. "**Electronic Version/Copy**" means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.

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

18. "**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.

19. **"Field Notes"** Detailed notes taken during a compliance buy, including observations, times, vendor details, and transaction specifics.

20. "**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.

21. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.

22. "**Food Disposition Report**" A signed and dated report documenting the disposition of purchased food items to approved agencies or destruction of inedible items. Disposal of purchased items (food evidence) from a compliance buy must be donated to an approved agency such as a nonprofit, homeless shelter, soup kitchen, or food bank.

23. "**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.

24. "**Investigative Report**" A formal report prepared by the investigator documenting compliance buy activities, findings, photographs, receipts, and other evidence.

25. "**IT**" means Information Technology.

26. "**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.

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

28. "**Multiple Source Award**" means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.

29. "NMDOH" means the New Mexico Department of Health.

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

31. "**Price Agreement**" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

32. "**Procurement Manager**" means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.

33. "**Procuring Agency**" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.

34. "**Program**" Refers to the New Mexico Women, Infants, and Children (WIC) Program.

35. "**Program Card**" The electronic benefits card issued to WIC participants for purchasing approved food items.

36. "**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.

37. **"Public Health Orders**" State-issued directives, such as COVID-19 emergency orders, that vendors must comply with during operations.

38. "**Q/A**" means Quality Assurance process which is a systematic series of steps used to ensure that services or work activities meets quality standards.

39. "**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 summarized herein and outlined in Section II.C.8 of this RFP) blacked-out <u>BUT NOT</u> omitted or removed.

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

41. "**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.

42. "**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.

43. "**Sealed**" means, in terms of electronic submission, an Offeror's proposal and all accompanying documents has been completely and successfully uploaded into Bonfire system prior to the submission deadline stated in the RFP.

44. **"Single Source Award**" means an award of contract for items of tangible personal property, services or construction to only one Offeror.

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

46. **"Standard Operating Procedure (SOP)"** A documented, step-by-step set of instructions that outlines how to perform a specific task or process consistently and effectively, ensuring compliance with organizational policies, legal requirements, and operational objectives.

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

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

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

50. "**Statement of Concurrence**" means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

51. "**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.

52. "**Vendor Manager**" The WIC Program official responsible for overseeing vendor compliance and directing compliance buy activities.

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

G. PROCUREMENT LIBRARY

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

RFP, Questions & Answers, RFP Amendments, etc.
https://nmhealth.bonfirehub.com/portal/

Other relevant links:
Program Website: https://www.nmwic.org/
WIC Program Policies: https://www.nmwic.org/nm-wic-staff/policy-procedures/
WIC Vendor Policies: https://www.nmwic.org/vendors/nm-wic-authorized-vendor-documents/

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

ACTION	RESPONSIBLE PARTY	DUE DATES
1. Issue RFP	Agency	November 19, 2026
2. Acknowledgement of Receipt Form	Potential Offerors	November 30, 2026
3. Pre-Proposal Conference	Potential Offerors	November 30, 2026
4. Deadline to submit Written Questions	Potential Offerors	December 2, 2026
5. Response to Written Questions	Procurement Manager	December 4, 2026
6. Submission of Proposal	***Potential Offerors***	***December 18, 2026***
7.* Proposal Evaluation	Evaluation Committee	December 21, 2026 – January 7, 2027
8.* Selection of Finalists	Evaluation Committee	January 8, 2027
10.* Best and Final Offers	Finalist Offerors	January 13, 2027
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	January 18, 2027
12.* Contract Awards	Agency/ Finalist Offerors	January 29, 2027
13.* Protest Deadline	Agency	+15 days

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

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Women, Infants and Children (WIC) Program on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors must register through the NMDOH Bonfire Procurement Portal to evidence an acknowledgement of receipt of the RPF and thus have their organization placed on the procurement distribution list.

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 (Appendix F) 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. Pre-Proposal Conference

A pre-proposal conference will be held.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. 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. An electronic version of the Questions and Answers will be posted to: https://nmhealth.bonfirehub.com/portal/

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL PROPOSALS MUST BE SUBMITTED TO THE NMDOH BONFIRE PROCUREMENT PORTAL NO LATER THAN 2:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** No hard copy proposals will be accepted. All proposals must be submitted via the NMDOH Bonfire Procurement Portal.

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the Bonfire system by the deadline set forth in this RFP. The Bonfire system will automatically cease uploading data at the date and time of the deadline. 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 Bonfire system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the Bonfire system 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 submitted electronically through Bonfire electronic procurement system. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means other than through the Bonfire electronic e-procurement system, will not be accepted.

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

7. 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.

8. 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. Finalists will be comprised of Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References, Section IV.B.3 Mandatory Specifications and Section IV.B.4 Desirable Specification.

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 Agency will provide Finalist Offerors with an agenda and applicable details; including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

10. 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.

11. 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 State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

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

13. Protest Deadline

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

Protest Manager:	Vincent Lujan, NMDOH Chief Procurement Officer
Address:	Harrold Runnels Building 1190 S. St. Francis Santa Fe, NM 87501
Email:	Vincent.Lujan@doh.nm.gov
PH:	(505) 623-1168

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, 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 Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

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

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

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

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

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix B. However, the contracting agency 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 Agency 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 Agency (and the Evaluation Committee), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

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

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

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process

prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency.

25. Confidentiality

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

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

https://nmhealth.bonfirehub.com/portal/?tab=openOpportunities

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

30. Letter of Transmittal

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

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number(BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide

clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only necessary if the responses differs from the individual identified in A)*;

3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other 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 submit a signed Letter of Transmittal Form (Appendix D) will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

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

   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

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

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

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

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

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

In accordance with §13-1-21(J) NMSA 1978, The New Mexico/Native American Resident Preferences shall not apply because the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. ELECTRONIC SUBMISSION

ONLY ELECTRONIC SUBMISSION VIA BONFIRE IS PERMITTED
(https://nmhealth.bonfirehub.com/portal/?tab=openOpportunities)

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

1. Electronic Submission Requirements

a. **Register in Bonfire well in advance of the submission deadline** - In order to submit a response to this RFP, Offeror must be fully registered in Bonfire. ***It is the Offeror's responsibility to ensure the registration process is completed in enough time to upload its proposal documents by the deadline set forth in this RFP.*** The registration page may be accessed via the following link: https://nmhealth.bonfirehub.com/portal/?tab=openOpportunities

b. **Follow all submission instructions** - Proposals must be submitted in the manner outlined in Sections III.B.2 and III.B.3, and organized in accordance with Section III.C. Technical and Cost portions of Offerors proposal must be submitted as **separate uploads**, and must be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload.

c. **Complete proposal upload prior to submission deadline** - ***It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the Bonfire system by the deadline set forth in this RFP.*** *The Bonfire system will automatically cease uploading data at the date and time of the deadline. 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 Bonfire system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the Bonfire system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule,* ***NO LATE OFFER CAN BE ACCEPTED****.*

d. **Upload a single Technical file and a single Cost file, unless a document exceeds 100MB** - The Offeror need only submit one single electronic copy of each portion of its proposal (one Technical and one Cost), as outlined in Sections III.B.2 and III.B.3. *EXCEPTION: Single electronic files that exceed 100MB may be submitted as multiple*

uploads, which must be ***the least number of uploads necessary to fall under the 100mb limit****.*

e. **DO NOT upload .zip files** - In accordance with the State of New Mexico's Information Technology (IT) policies and procedures, we are unable to accept .zip files. See Section II.B.1.d, above, requirements for uploading large files.

f. **DO NOT password-protect proposal documents** – The Bonfire system is secure, and accessible only to NMDOH personnel, through a password-protected login. Confidential information must adhere to the requirements of Section II.C.8 and must be submitted pursuant to Section II.B.2.a.

g. **Bonfire Technical Support**
   i. For technical support issues go to Support@GoBonfire.com or visit their help desk forum at https://vendorsupport.gobonfire.com/hc/en-us

2. **Technical Proposal –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal must be combined into a single file/document for 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 Proposal SHALL NOT contain any Cost information.***

   a. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
      i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2, above, as an **unredacted** (def. Section I.F.38) version for evaluation purposes; **and**
      ii. One (1) **redacted** (def. Section I.F.26) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

3. **Cost Proposal –** One (1) ELECTRONIC 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*

C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

ONLY ELECTRONIC SUBMISSION VIA BONFIRE IS PERMITTED
(https://nmhealth.bonfirehub.com/portal/?tab=openOpportunities)

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

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror's proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

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

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16)
7. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal)**
   a. Organizational Experience
   b. Organizational References
   c. Mandatory Specification
   d. Desirable Specification

Cost Proposal:

1. Completed Cost Response Form (APPENDIX C)

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

SCOPE OF WORK
NEW MEXICO WOMEN AND CHILDREN PROGRAM (WIC)
VENDOR COMPLIANCE BUYS AND INVESTIGATIONS

Purpose

The contractor will conduct statewide covert compliance buys and investigations for New Mexico Women, Infants and Children (WIC) Program vendors, to ensure program integrity and adherence to federal and state regulations. Services include, but are not limited to, undercover transactions, documentation, reporting, evidence handling, travel logistics, and testimony, resulting in submission-ready case files for administrative action.

Regulatory Authority

All work performed must align with federal and state program regulations, including but not limited to:

- 7.31.2 NMAC - State Regulations
- 2 CFR Part 200 - Uniform Guidance
- 7 CFR Part 246.12 - Food delivery methods.

Training Requirements

Develop a working knowledge of the New Mexico WIC Program Manuals for policies and procedures for Authorized Vendors and the Vendor Agreement. Participate in ongoing WIC training as directed to ensure complete understanding of contractual objectives, programmatic focus, and technical procedures.

Objectives and Goals

An experienced NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM compliance buy investigator, shall perform the following work necessary to successfully complete a compliance buy and Investigation:

A. Evaluation and compliance buy objectives and goals:

1. Develop a working knowledge of the New Mexico Special Supplemental Nutrition Program for Women, Infants, and Children Manuals for policies and procedures for Authorized Vendors and the Vendor Agreement between the NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM and the individual retail vendors.

2. Participate in ongoing NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM training, as directed, to ensure a complete understanding of contractual

objectives, programmatic focus, and technical procedures. Disclose if related to a vendor or vendor employee and sign a conflict of interest form.

3. Conduct yearly on-site compliance purchases on selected NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM authorized vendors to verify compliance with NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM regulations as stated in Federal Regulations, Part 246.12 (CFR 7), and State Regulations 7.31.2 NMAC. Each selected NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM authorized vendor will receive a minimum of two (2) compliance buys per Federal Year with an average of 30 compliance buys per year The State Vendor Manager will dictate the selected vendors and type of purchase activity for each vendor compliance buy.

4. Once in receipt of a compliance buy schedule, determine if and when prior compliance buys, if any, were completed and review previous compliance buys, if any.

5. Prepare an individual file for each vendor uniquely identified by a case number, including specific requirements or issues that need to be investigated, if any, by the NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM Vendor Manager or other person requesting services.

6. Investigator shall be informed about the demographic information for the area where each test buy is done, that matches the profile of the average NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM participant/participant spouse and with ethnic backgrounds and bilingual abilities to blend in with the vendor's usual clientele.

B. Prior to conducting a compliance buy, the investigator should dress in a manner that is appropriate for the location and typical clientele of the vendor. The goal is to maintain a low profile and blend in with the surrounding environment. Clothing selections should be practical, neutral, non-offensive (free of profanity, sexual content, or political messaging) and consistent with what would commonly be worn in the area. Multiple sets of clothing should be prepared to allow flexibility. For vendors serving a diverse clientele, a generic and unobtrusive style should be used.

C. Compliance buys are often requested in multiple cities across the state, requiring statewide travel as part of this contract. The contractor must be prepared to travel throughout New Mexico to fulfill these requests. To ensure cost-effectiveness, the contractor is required to develop a comprehensive travel plan that covers statewide locations efficiently, allowing travel from vendor to vendor and maximizing the number of compliance buys conducted within a given timeframe.

D. Upon arriving at a vendor, the vehicle will be parked a short distance away to avoid any attention. The benefits on the NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM card and shopping list are reviewed, and the corresponding card is then taken into the vendor. After completing the transaction and exiting the vendor, a covert photograph of the storefront will be taken from a distance before leaving the area.

E. Prepare a unique personal back story and in the event an employee conducts small talk, or asks questions such as where investigator lives, asks about names/ages of children, etc.

F. Each file shall include a Field Note section which includes all information necessary to complete a compliance buy, including:

1. Shopping list(s), a copy of NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM cards, disposition forms, photo sheets identifying the vendor by name, vendor number, and location, test items, and other relevant forms are made part of the file.
2. Date of the compliance buy.
3. Vendor name and address.
4. Vendor number.
5. Prior problems or issues, if any.
6. Contain a record of the location of the NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM card (secure office location, file, location of vendor, return to file, and return to secure office location).
7. Time entered the vendor.
8. Time approached the register and cashier.
9. Time left the vendor.
10. Note if NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM sign is displayed and easily visible.
11. Note the total number of registers at the vendor.
12. Note the number of open registers at the vendor.
13. Note the general stock levels of NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM and non-NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM items, inspect the produce for quality and quantity, note the availability of infant formula and, if able, covertly take a photograph of the area containing the infant formula, note the availability of yogurt, whole-grain rice, whole wheat bread, whole wheat and corn tortillas, milk in all grades and fat content, cheese in NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM approved sizes and types, tofu, eggs in NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM approved sizes and grades, note if any items are being sold that are beyond the "best buy/used by" dates, take covert photographs of items that are improperly stored or are extremely low in stock or empty shelves, and note any other item(s) as determined by the assignment.

14. Select authorized types of food items throughout the vendor, typically including at least three types of fresh vegetables and three types of fresh fruits, several canned vegetables and fruits, and other items dictated by the prescription of the NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM card. Use a pre-prepared shopping list to select items, record the prices, sizes, brands, and number of items selected. Record a running total of how much is spent on CVB as close to the CVB benefit as possible.
15. Note the use of NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM WIC Approved Shelf labels used to assist NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM clients in purchasing NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM-approved items and note any unusual activities while conducting the compliance buy.
16. Approach a register, usually at random. If more than two cashiers are working, select one with as many customers in front to observe unusual or questionable activities while interacting with other customers. Note the number of customers at the register before and after the compliance buy purchase.
17. Record the description of the cashier and other employees involved in the NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM transaction, including gender, height, weight, hair color, name, means of identification, age, and any unique characteristics of the cashier (tattoos, eyeglasses, clothing, etc.).
18. Evaluate the authorized vendors for compliance with policies, including, complete the compliance buy while recording how the transaction is handled, treatment by staff, behavior of staff, and if a NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM client is treated differently than other customers. Record the number and type of receipts provided at the conclusion of the transaction. Keep a record of what was said during the transaction by digital recording or make a mental note to memory. Observe if a cashier is able to correctly identify and remove a test item or any other items that were declined during the transaction. Note which items were declined. Note if the cashier was unable or unwilling to void or remove an item(s) from the transaction. Record if the cashier used a UPC ring or clipboard instead of the UPC on the product. Record if a cashier required a cash payment for any non-cash balance, allowed the sale of non-NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM items, favored store brands over name brands, zeroed out the sale, or performed any other unusual activity.
19. Observe and make a mental note of the overall condition and cleanliness of the vendor. Take covert photos of any serious issues.
20. If necessary, inspect the vendor and observe vendor practices for compliance with any active Public Health Orders or Declarations of Emergency (e.g. COVID-19 emergency).
21. Record detailed price information for all items involved in the compliance buy, including a covert photograph of the vendor storefront taken from a distance, the types and quantities of items purchased, the current shelf prices or prices charged to other customers, and the price

charged for each item purchased, if available. Price information may be obtained prior to, during, or subsequent to the compliance buy.

22. Record the final disposition of all items obtained during the compliance buy, stating whether they were destroyed, donated, provided to other authorities, or retained as evidence.

G. At the conclusion of the transaction, load all items into a vehicle and leave the area near the vendor, usually to a police station or otherwise safe location. Record all items on the field notes as set forth above in paragraph F, subsections 1-18. Document any unusual activities in the field note section. Photograph all purchased items and sort them. Complete field notes using all collected information.

H. Dispose of purchased items (food evidence) to a NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM approved agency such as a nonprofit agency, homeless shelter, soup kitchen, or food bank. Prepare a verifiable signed and dated detailed "Food Disposition Report," including any items that were destroyed (items destroyed due to damage, expiration, or defrosted frozen food, or otherwise deemed inedible).

I. Review receipts, if provided, to detect charging more than the shelf price or charging for items not received.

J. Provide signed and initialed verifiable written documentation of covert activities, incorporating paragraph F, items 1 through 23 set forth above via the New Mexico NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM Investigative Report and the portions of the Investigative Report developed by the investigator, to the Vendor Manager on the date specified by the Vendor Manager. Include covert photos taken at the vendor location, all vendor receipts, and other relevant materials. Deliver the completed Investigative Report to the Vendor Manager.

K. Prepare a detailed invoice for reimbursement to include the dates and location of compliance buys, including vendor numbers, mileage specifying the beginning location, location of buys, return to the original location, and mileage to and from the food disposition site. Include any per diem charges and receipts of hotel stay. The investigator is responsible for their own transportation .

L. All confidential field notes photographs, audio records, and copies of receipts that are necessary to fulfill the Scope of Work are securely archived in the event a compliance buy and the resulting report led to hearings, conferences, depositions, trials, or other activities, or measures requested by the NEW MEXICO WOMEN, INFANTS AND CHILDREN PROGRAM.

M. Testify in pre-hearing conferences, administrative fair hearings or court trials as they directly relate to the outcome of covert activities.

N. The contractor must hold a valid Private Investigator license issued by the State of New Mexico for the duration of the contract. Proof of licensure must be provided prior to the commencement of work and maintained throughout the contract term. Failure to maintain this license will result in termination of the agreement.

O. The contract must require that all records be retained in compliance with 2 CFR §200.333, which mandates a minimum retention period of three (3) years after the contract ends or until any audit issues are resolved

P. The New Mexico Department of Health (NMDOH) will provide oversight and direction for compliance activities under this Scope of Work. Specifically, NMDOH will identify vendors for compliance buys, supply authorization lists, and issue investigative priorities to guide the contractor's work. The State Agency will also review all findings submitted by the contractor and determine appropriate sanctions based on the results of compliance investigations.

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 Compliance Buys and Investigations. All Compliance Buys and Investigations provided to private sector will also be considered;

b) provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as individuals proposed by the vendor who will have primary responsibility for the successful execution of the requirements as defined in Section IV.A Detail Scope of Work. Offeror must include key personnel education, work experience, relevant/applicable certifications/licenses.

c) describe at least two project successes and failures of relevant Compliance Buys and or Investigations that have been performed. 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) Staff assigned to reference engagement that will be designated for work per this RFP; and
e) Client project manager name, telephone number, fax number and e-mail address.

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

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

3. Mandatory Specification

A.1 – A.2 Training & Regulatory Familiarization
The Offeror must demonstrate knowledge of NM WIC Program policies, Vendor Agreement, Vendor Manual, and applicable regulations, and commit to participating in ongoing NM WIC training as directed. The Offeror must describe how training will be integrated into operational procedures.

A.3 – Conduct Yearly Compliance Buys
The Offeror must describe its capacity and methodology to conduct a minimum of two (2) compliance buys per selected vendor per Federal Year, statewide, per schedule provided by the State Vendor Manager. Include staffing plan, travel logistics, and contingency measures.

A.4 – Review Prior Compliance Buys
The Offeror must describe its process for reviewing prior compliance buy reports and integrating findings into current investigations. Provide sample templates or workflows.

A.5 – Prepare Individual Vendor Files

The Offeror must provide a sample vendor case file template that includes all required elements (items 1–23) and demonstrate its ability to maintain accurate, secure documentation.

A.6 – Demographic Matching & Attire
The Offeror must describe its protocols for demographic matching and attire selection to ensure covert operations are effective and culturally appropriate.

Sections B–E (Attire, Travel, Backstory, Vendor Visit Procedure)
The Offeror must provide Standard Operating Procedures for attire preparation, travel planning, vendor visit procedure (including covert actions and benefit verification), and personal backstory development.

Section F (Field Notes Items 1–23)
The Offeror must demonstrate its ability to capture all required field note elements (items 1–23), including cashier descriptions, transaction details, compliance observations, and covert photos. Provide a sample field note template.

Sections G–M (Post-Buy Activities, Archiving, Testimony)
The Offeror must describe its process for post-buy documentation, food disposition reporting, receipt review, investigative report preparation, invoicing, and secure archiving of all materials. The Offeror must also confirm its ability to testify in pre-hearing conferences, administrative fair hearings, or court trials related to covert activities.

Section N-P (Licensure, Record Retention, and State Oversight):
The offer must demonstrate compliance with all applicable licensure requirements, adhere to federally mandated record retention standards, and operate under the direction and oversight of the New Mexico Department of Health (NMDOH). The offeror must maintain documentation verifying compliance and cooperate fully with all state directed activities and reviews.

1. Desirable Specification

Local Presence and Cost Efficiency - The Offeror should demonstrate a New Mexico or regional presence that enables optimized travel routing and cost savings.

Experience and Quality Assurance Program - The Offeror should provide documented experience conducting WIC or similar compliance investigations and describe its quality assurance process for report accuracy and completeness.

Enhanced Evidence Quality - The Offeror should describe its ability to provide geo-tagged and time-stamped photographs, digital audio recordings of transactions, and metadata capture for chain-of-evidence integrity.

Real-Time Reporting Dashboard - The Offeror should provide a secure, role-based dashboard for the State Vendor Manager to monitor compliance buy status, anomalies, CVB spend, and photo uploads, with exportable reports.

Cultural Competence and Bilingual - The Offeror should demonstrate the availability of investigators fluent in Spanish and other locally relevant languages, and cultural competence aligned with vendor demographics.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

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

2. Letter of Transmittal Form

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

3. Campaign Contribution Disclosure Form

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

4. Oral Presentations

No oral presentations shall be conducted.

5. Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by the total estimated cost for all required deliverables outlined in Section IV.A, including costs for each compliance buy, case file preparation, travel, post-buy documentation, food disposition reporting, Investigative Report submission, and secure archiving. The Evaluation

Committee will assess cost reasonableness, completeness, and alignment with the scope of work.

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 (900 Total Points)**	
B. 1.	Organizational Experience	200
B. 2.	Organizational References	50
B. 3.	Mandatory Specification	550
B. 4.	Desirable Specification	100
C.	**Business Specifications (100 Total Points)**	
C.1.	Financial Stability	Pass/Fail
C.2.	Letter Of Transmittal	Pass/Fail
C.3.	Campaign Contribution Disclosure Form	Pass/Fail
C.4.	Oral Presentations	N/A
C.5.	Cost	100
	TOTAL POINTS AVAILABLE	**1,000**

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 E). Offeror will be evaluated on

references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. B.4 Mandatory Specifications

Points will be awarded based on the clarity and completeness of the Offeror's response, as well as their ability to meet or exceed the deliverables outlined in the Mandatory Specifications. The Offeror must submit a detailed plan describing how each deliverable will be accomplished. The following Evaluation Factors apply to the deliverables listed in the Mandatory Specifications.

A.1 – A.2 Training & Regulatory Familiarization:
Evaluated on evidence of regulatory knowledge and training commitment. The Offeror must ensure all field personnel undergo documented training on federal WIC regulations, New Mexico WIC Vendor policies, the Authorized Product List (APL), and eWIC transaction procedures.

A.3 – Conduct Yearly Compliance Buys:
Evaluated on adequacy of staffing and logistics plan to meet compliance buy requirements. The Offeror must provide a comprehensive operational plan to execute covert compliance buys across a diverse network of WIC authorized vendors. The plan must provide an adaptable scheduling matrix that satisfies annual state quotas despite unexpected store closures, inclement weather, or immediate challenges.

A.4 – Review Prior Compliance Buys:
Evaluated on clarity and completeness of review process. Before initiating field operations, investigators must conduct an exhaustive historical review of the vendor's compliance history, past sanctions, transaction patterns, and known physical store layouts. The submitted report does need to be detailed. There is no limit for this response.

A.5 – Prepare Individual Vendor Files:
Evaluated on completeness and alignment of case file template with scope requirements. The Offeror must construct and maintain a secure, individual, and legally defensible investigative

case file for every vendor. The case file must follow a uniform, standardized template that chronologically organizes, pre-buy analysis, field notes, photos, chain-of-custody tracking sheets, cash/item receipts, and post-buy summaries.

A.6 – Demographic Matching & Attire:
Evaluated on adequacy and practicality of demographic matching protocols. To preserve operational integrity and prevent vendor suspicion, the Offeror must deploy covert investigators (and investigative wards/shoppers, if applicable) who mirror the local demographic profile of the target store's typical WIC customer base. The Offeror must outline strict protocols for selecting, vetting, training, and managing undercover personnel to guarantee absolute discretion.

Sections B–E (Attire, Travel, Backstory):
Evaluated on completeness and realism of SOPs. The Offeror must submit comprehensive Standard Operating Procedures (SOPs) governing field operations. This includes detailed guidelines for casual, non-conspicuous attire; secure and discreet travel logistics to prevent localized patterns; and the development of investigator cover stories (backstories) that easily withstand vendor scrutiny during a transaction.

Section F (Field Notes Items 1–23):
Offeror will be evaluated on the clarity, completeness, and usability of the proposed field note template. The template should demonstrate a well-organized format that supports accurate and efficient documentation of compliance buys. The Offeror must provide a highly structured note template designed for immediate post-buy documentation. The template must capture all critical evidentiary data elements, including but not limited to precise dates/times, employee physical descriptions and name, lane numbers, exact verbal dialogue regarding substitute items, point-of-sale (POS) terminal behavior, specific items attempted/purchased, receipt variances, and immediate cash or benefit tallies.

Sections G–M (Post-Buy Activities, Archiving, Testimony):
Evaluated on the adequacy of post-buy process, archiving protocols, and ability to provide testimony. The Offeror must execute strict post-buy procedures, including immediate inventorying and photographically documenting purchased items, secure chain-of-custody logging, and safe food donation or disposal protocols. All physical and digital evidence (including electronic eWIC receipts) must be archived in a tamper-proof, auditable database. Investigators must be fully prepared to provide clear, professional, and legally resilient expert testimony during state administrative hearings or judicial proceedings.

Sections N–P (Licensure, Record Retention, and State Oversight):
Evaluated on proof of valid license, record retention protocol, and ability to comply with New Mexico Department of Health oversight. The Offeror must maintain valid, unexpired private investigative license in strict accordance with New Mexico state law. All operational records, files, and evidence must be retained in compliance with state public records laws and federal retention mandates. The Offeror must operate with total transparency, allowing audits, quality assurance checks, and direct oversight by the New Mexico Department of Health (NMDOH).

4. B.5 Desirable Specifications

Points will be awarded based on the clarity and completeness of the Offeror's response to the Desirable Specifications, as well as the extent to which the Offeror demonstrates the ability to meet or exceed these specifications. While these factors are not mandatory, they may enhance the overall proposal. The Offeror should provide a plan or explanation describing how each desirable specification will be addressed. The following Evaluation Factors apply to the Desirable Specifications

Local Presence and Cost Efficiency:
The Offeror's response will be evaluated on proximity, routing efficiency, and cost control measures.

Experience and Quality Assurance Program:
The Offeror's response will be evaluated on relevant experience and rigor of QA processes

Enhanced Evidence Quality:
The Offeror's response will be evaluated on the sophistication and reliability of evidence collection methods.

Real-Time Reporting Dashboard:
The Offeror's response will be evaluated on the functionality and security of the dashboard.

Cultural Competence and Bilingual:
The Offeror's response will be evaluated on language capabilities and cultural matching strategies.

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

Pass/Fail only. No points assigned.

The annual financial information will be tested for the viability ratio defined as: Total Unrestricted Net Assets divided by Total Liabilities. The Offeror shall maintain a minimum viability ratio of not less than a 1.00:1.00, measured at the Offeror's fiscal year end. A ratio under 1.00:100 will receive a FAIL. A ratio equal to and greater than 1.00:1.00 will receive a PASS.

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

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

8. C.4 Oral Presentation

No points assigned. Oral presentations shall not occur.

9. C.5 Cost (See Table 1)

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

Lowest Responsive Offeror's Cost
---------- X Available Award Points
Each Offeror's Cost

Cost of all fiscal years (Total Budget) will be calculated.

The cost score will be evaluated by assigning the maximum points (100) to the lowest cost proposal. The remaining cost scores will be calculated by dividing the cost of the lowest cost proposal by the cost of the proposal being evaluated and multiplying times 100. The proposals will be ranked from high to low by comparing the total score (technical and cost) of each Offeror.

10.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
REQUEST FOR PROPOSAL

Vendor Compliance Buyer and Investigator
27-665-2004-78443

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: Daniel T. Gonzales
E-mail: DanielT.Gonzales@doh.nm.gov
Subject Line: WIC Compliance Investigator RFP #27-665-2004-78443

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

"**Pendency of the procurement process**s" 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: Michelle Lujan Grisham and/or Howie Morales

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

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

STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
PROFESSIONAL SERVICES CONTRACT #_____

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work in Attachment A. Scope of Work is incorporated into this agreement as if fully set forth herein. Attachment A. Scope of Work governs Contractor's production and delivery of the Deliverables to the Procuring Agency.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed (AMOUNT), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

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3. Term.

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

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

D. Termination Management. If this agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the AGREEMENT, immediately upon expiration or receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency, except as provided in part (4) of this paragraph, below; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under

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this Agreement. and 4) if providing health services or client support as part of the scope of work of this agreement, continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the agreement. In this event the Agency may temporarily extend the term, enter into a new short-term agreement or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this agreement, the Contractor shall furnish to the Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by the Contractor with agreement funds as defined in Article 31 (Property) of this agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the provisions of this agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

{Must add the following if this agreement engages anyone subject to the background check requirements}

The Contractor must complete a background check for each Caregiver to include New Mexico's Statutory Caregiver's Criminal History Background Records Check, through the New Mexico Health Care Authority, Division of Health Improvement as required in Sections 29-17-1 to -5, NMSA 1978 and 8.370.5 NMAC, "Caregivers Criminal History Screening Requirements"; or for all operators, staff and employees and prospective operators, staff and employees of child care facilities through the New Mexico Department of Children, Youth and Families as required in Sections 32A-15-1 to -4, NMSA 1978 and 8.8.3 NMAC, "Governing Background Checks and Employment History Verification"; as applicable

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7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

[If the Contractor is to provide health care services, add the following section]

The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.

[If the Contractor is to have access to PHI, add the following section]

The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information.

[If the Contractor is to have access to PHI for purposes other than treatment, add the following provision]

If the Contractor may reasonably be expected to have access to Agency's Protected Health Information (PHI) and will perform business associate functions as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement and/or Qualified Service Organization Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement and/or Qualified Service Organization Agreement when required by the Agency shall constitute grounds for termination of this agreement in accordance with Article 4 (Termination) of this agreement.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the

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Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

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

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

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requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

A. 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 six (6) years from the date of final payment under this agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

{Only add Part B if subrecipient, if not remove Article 19.B}

B. The Contractor receiving state or federal funds from the Agency shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. This includes the Contractor retaining its financial records for a period five years after the time the audit was released. The Contractor shall follow Federal Funding Accountability and Transparency Act of 2006 (FFATA) for record retention and compliance standards, 2 CFR Parts 400, 401, 415-18 and 421-423 as applicable [for USDA grants], and 2 CFR Parts 300, 376 and 382 as applicable [for HHS grants]. Monitoring required for each subrecipient and to ensure compliance with 2 CFR 200.332(b), which requires pass-through entities to evaluate subrecipient risk of non-compliance prior to award and periodically thereafter.

C. If the Contractor receives more than $1,000,000 in federal funding, or more than $1,000,000 from the Agency, in any single fiscal year, the Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant. When requested please send to doh-asdcontracts@doh.nm.gov.

D. The Contractor shall maintain the financial records for a period of no less than six years and shall make the financial records available to the Agency upon request.

E. Applicable annual financial reports shall be submitted to the Agency no later than six months following the close of the Contractor's fiscal year.

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F. To ensure proper delivery and receipt, the Contractor shall submit their annual audit report or financial reports (if no audit was required to). Please email to doh-asdcontracts@doh.nm.gov or mail to:

Department of Health
ATTN: Chief Financial Officer
Suite N-3350
P.O. Box 26110
Santa Fe, New Mexico 87502-6110

G. The Agency may take corrective action as deemed necessary for Contractor's failure to comply with 19-A through 19-F above. Corrective action may include, but is not limited to, termination of agreement and preclusion from engaging Contractor in the future.

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com.

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22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

To the Agency:
Insert Contract Manager Name
New Mexico Department of Health
P.O. Box 26110
1190 St. Francis Drive,
Santa Fe, NM 87502-6110
Insert Contract Manager Email

To the Contractor:
Insert Contract Manager Name
Insert Company Name and If applicable DBA
Insert Company address
Insert Contract Manager Phone
Insert Contract Manager 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. Licensure.

The Contractor agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the Agency. The Contractor agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the Agency if requested in writing.

27. Liability Insurance.

The Contractor shall maintain professional and general liability insurance, as required, for all services provided under this agreement and Contractor shall supply evidence of such coverage upon

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the Agency's request.

28. Property.

A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property acquired by the Contractor, including acquisition through lease-purchase agreement, for the cost of which the Contractor is to be reimbursed as a direct item of cost under this agreement shall immediately vest in the Agency upon delivery of such property to the Contractor. Title to other property, the costs of which is to be reimbursed to the Contractor under this agreement, shall immediately vest in the Agency upon 1) issuance for use of such property in the performance of this agreement or 2) use of such property in the performance of this agreement or 3) reimbursement of the cost thereof by the Agency, whichever first occurs.

B. Title to the Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. The Contractor shall maintain a property inventory and administer a program of maintenance, repair, and protection of Agency property so as to assure its full availability and usefulness for performance under this agreement. In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this agreement, it shall use the proceeds to repair or replace the Agency property.

{Only add Article 29 if vendor is Provider, if not remove Article}

29. Governing Bodies.

The parties agree that if the Contractor has one or more Governing Bodies, the Governing Bodies of the Contractor shall have the right and responsibility to establish policy for the Contractor, and shall be elected to ensure that such policy is established by the Governing Bodies in an impartial and independent manner. Nothing herein shall in any way restrict the authority of the Governing Bodies from appropriately delegating day-to-day management responsibilities to its employees, agent, or agents. By such delegation, employees and/or agents of the Contractor must conduct the operation of the Contractor consistent with the policies and procedures approved by the Governing Bodies.

{Include this section 30 only if the Contract is federally funded}

30. Federal Grant or Other Federally Funded Agreements.

A. Lobbying. The Contractor shall not use any funds provided under this agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, *et. seq.*, and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee

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of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

D. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Assistance Listing Number (ALN) Program:
   i. ALN NUMBER – **XXX**
   ii. PROGRAM TITLE – **XXX**
   iii. AGENCY/OFFICE – **XXX**
   iv. AWARD NUMBER – **XXX**

2. CONTRACTOR'S UNIQUE ENTITY ID NUMBER (UEI) is **XXX**

E. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of $150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

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G. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

** Include H (below only if the Contractor is a federally funded sub-recipient)**

H. For agreements which involve the expenditure of federal funds, and under which the Contractor is considered a subrecipient, the provisions of Appendix A shall apply and are incorporated herein.

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

By: _____ Date:_____
Agency

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

By: _____ Date:_____
Agency's Chief Financial Officer

By: _____ Date:_____
Contractor

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

ID Number: **00-000000-00-0**

By: _____ Date:_____
Taxation and Revenue Department

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

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

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APPENDIX D

COST RESPONSE FORM

Offerors are asked to provide their cost response to coordinate with the Scope of Work in Section IV.A. DOH will create a deliverables-based contract with the selected Offeror. The deliverables will be based on the Scope of Work.

Offerors must provide cost estimates based on the State of New Mexico's State Fiscal Year (SFY), which runs from July 1 through June 30. At the time of this RFP posting, the state is in SFY 2026. Cost proposals should align with the Offeror's proposed schedule for initial implementation.

Offerors are required to complete the column titled "Estimated Cost" for each year of the anticipated contract term.

State Fiscal Year 1

Deliverable / Cost Category	Unit Description	Unit Cost ($)	Estimated Quantity	Estimated Cost ($)
Training & Regulatory Familiarization	Per training course		5	
WIC Vendor Compliance Buys	Per compliance buy		30	
Investigative Case Files	Per case file		30	
Testimony	Per hour		20	

Travel Costs (Chargeable Components Only)	Unit Description	Unit Cost ($)	Estimated Quantity	Estimated Cost ($)
Mileage	Per mile		10,000	
Lodging	Per night		30	
Per Diem	Per day		30	

Administrative Costs	Unit Description	Unit Cost ($)	Estimated Quantity	Estimated Cost ($)
Administrative costs not included above	Annual Fee		1	

State Fiscal Year 2

State Fiscal Year 3

State Fiscal Year 4

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

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

RFP#:27-665-2004-78443

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: Daniel T. Gonzales DanielT.Gonzales@doh.nm.gov by **12/17/2026, 1:00 PM MST/MDT** for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP #
27-665-2004-78443

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. Submit this Questionnaire to the State of New Mexico, New Mexico Department of Health via e-mail at:

Name: Daniel T. Gonzales
Email: DanielT.Gonzales@doh.nm.gov

Forms must be submitted no later than **12/17/2026, 1:00 PM MST/MDT** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at Daniel T. Gonzales, DanielT.Gonzales@doh.nm.gov When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	

QUESTIONS:

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

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

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

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

   COMMENTS:

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

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