STATE OF NEW MEXICO

Continuing Education Coordinator

REQUEST FOR PROPOSALS (RFP)

RFP Number 2025-0001

RFP Release Date: January 17, 2025

Proposal Due Date: February 6, 2025

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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 to allow licensees the ability to easily locate approved providers, approved courses and course offerings that will allow a licensee to comply with Continuing Education (C.E.) that a licensee must complete to become eligible to renew a license and to meet requirements imposed by other regulatory entities or professional organizations.

OSI wants to provide ready access to licensees, license coordinators, other regulatory entities or professional organizations, and the public, to the detailed status of a licensee's fulfillment of C.E. requirements.

B. BACKGROUND INFORMATION

Pursuant to NMSA 1978, Sections 59A-12-26 & 59-A13-12, accessible from the Search Laws menu on the New Mexico State Compilation Commission website (www.nmcompcomm.us/) and the recently amended version of 13.4.7 NMAC which go into effect on April 1, 2025 (attached hereto as Attachment A of the Scope of Work):

1.1.1. Allow the Superintendent of Insurance ("OSI") to contract with an independent entity (the "Contractor") to approve C.E. course providers, to approve C.E. courses, and to administer New Mexico's C.E. standard;

1.1.2. Establish continuing education requirements for most major-line insurance producer and/or adjuster licenses consisting of 24 hours of New Mexico-approved C.E., including 3 hours of ethics training, from New Mexico-approved providers;

1.1.3. Govern the approval of C.E. providers. As of June 2024, New Mexico has 209 approved providers;

1.1.4. Require as part of the course approval process the Contractor collect a course application fee from an approved provider, specify that the term for course approval is two years or a change to the course content or outline, and provide that an approved provider may submit an application with a fee to the Contractor to have the course approval renewed. As of June 2024, New Mexico has 5,601 approved courses.

1.1.5. Authorize the Superintendent of Insurance to develop minimum standards (herein referred to as "CE Standards," provided in Attachment B of this RFP) that apply to approved courses and approved providers, and that the Contractor shall use to evaluate course applications and provider applications. The CE Standards are subject to change at any time.

1.1.6. Require an approved provider to provide documentation of course completion to a licensee within 10 days of completion of an approved course.

1.1.7. Require that the Contractor provide a provider whose course application is disapproved a written explanation as to the reasons for the denial and the applicant's right to appeal the decision by requesting an administrative hearing.

C. SCOPE OF PROCUREMENT

Eligibility Criteria to Apply
OSI is seeking a contractor to conduct professional licensing CE approvals, reviews and audits for producer licensing candidates as described within Scope of Work with applicable experience.

Contract Period

This RFP will result in a single contract award between the two parties (awarded Offeror and OSI); the procurement may ONLY be used by those two parties exclusively. OSI is seeking a contractor for a multi-year contract to carry out the services as defined in the Scope of Work. Funding under this RFP will be awarded for a duration of a four (4) year term. In no case will this contract, including all amendments thereof, exceed a total of four (4) years in duration, as set forth in NMSA 1978, § 13-1-150.

Funding Availability

Continuation of services as a result of this RFP is contingent upon the annual appropriation by the New Mexico Legislature or other funding sources for the period of this RFP, satisfactory contract compliance as determined by OSI, and the Contractor's ability to successfully provide services. Should contract non-compliance be determined by OSI, the contract may be terminated or amended as needed.

Funding is subject to current and future appropriations from the New Mexico Legislature and other funding sources for the period of this RFP. No guarantee is made or implied by the State of New Mexico or OSI that the amount allocated to this RFP will result in in a contract equal to that amount.

D. PROCUREMENT MANAGER

OSI has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name and Email address are listed below:

Name: Michelle Montoya,
Office of Superintendent of Insurance
Chief Procurement Officer / Procurement Manager
Email: michelle.montoya@osi.nm.gov

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

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

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via osi-rfp@state.nm.us
Refer to Section III.B for instructions.

F. DEFINITION OF TERMINOLOGY

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

"**Agency**" means the Office of the Superintendent for Insurance (OSI).

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

"**Business Hours**" means 8:00 AM thru 5:00 PM Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date given.

"**Close of Business**" means 5:00 PM MST or MDT, whichever is in use at that time.

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

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

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

"Department" means the Office of the Superintendent for Insurance (OSI). This term is used interchangeably with "Agency".

"**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.

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

“DFA” means the Department of Finance and Administration for the State of New Mexico.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted through Email.

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

“**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.

“**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.

“**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.

“**FY”** means Fiscal Year.

“**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.

“**IT**” means Information Technology.

“**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.

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

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

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

“**Procuring Agency**" means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to entertain procurements.

“**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.

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

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

“**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.

“**Responsive Offer**” 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.

“**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

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

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

“**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.

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

"**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.

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

G. PROCUREMENT LIBRARY

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

RFP, Questions & Answers, RFP Amendments, etc. https://www.osi.state.nm.us/pages/about-us/rfps

Other relevant links:
New Mexico State Compilation Commission website (www.nmcompcomm.us/)

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 and OSI will make every effort to adhere to the following schedule. These dates are subject to change at the discretion of OSI. Dates indicated in Events 6 through 12 are estimates only and may be subject to change without necessitating an amendment to the RFP.

Action	Responsible Party	Due Dates
1. Issue RFP	OSI	1/17/2025
2. Acknowledgement of Receipt Form	Potential Offerors	1/21/2025
3. Deadline to submit Written Questions	Potential Offerors	1/21/2025
4. Response to Written Questions	OSI	1/23/2025
5. Submission of Proposal	***Potential Offerors***	**2/6/2025**
6. Proposal Evaluation	Evaluation Committee	2/7/2025
7. Selection of Finalists	Evaluation Committee	2/13/2025
8. Best and Final Offers	Finalist Offerors	2/17/2025
9. Oral Presentation	Not Applicable	N/A
10. Finalize Contract Agreement	OSI / Finalist Offerors	3/1/2025
11. Contract Awards	OSI / Finalist Offerors	TBD
12. Protest Deadline	OSI	15 days after awarding of contract.

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 Office of the Superintendent of Insurance (OSI) on the date as indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may Email the **Acknowledgement of Receipt Form (APPENDIX A),** to the Procurement Manager at michelle.montoya@osi.nm.gov to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events.

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

3. Deadline to Submit Written Questions

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

4. Response to Written Questions

Written responses to the written questions will be provided via Email, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and **APPENDIX A**). The Questions and Answers will be posted to: https://www.osi.state.nm.us/pages/about-us/rfps

5. Submission of Proposal

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

ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSALS CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time and date stamped based on the time the email was received by the Procurement Manager's inbox. Such electronic submissions will be considered sealed in accordance with statute.

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

Proposals must be submitted electronically through email to osi-rfp@state.nm.us
Refer to Section III.B for instructions. Proposals submitted by facsimile, or other electronic means other than through the Email, **will not be accepted**.

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

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the Offerors.**

7. Selection of Finalists

The Evaluation Committee will select, 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.

8. Oral Presentations

Not Applicable

9. Best and Final Offers

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

10. Finalize Contractual Agreements

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

11. Contract Awards

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.

12. Protest Deadline

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

Protest Office
Office of the Superintendent of Insurance, Office of General Counsel
Attn: Stephen Thies
PO Box 1689
Santa Fe, NM 87504

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the

Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

The use of subcontractors is allowed with OSI prior approval. 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 eighty (180) 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 Sections III.B.1.a.i., shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

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

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract **Appendix C.** However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) 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 its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract **(APPENDIX C**) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The 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. 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.

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 (Email). Offeror must have a valid Email address to receive this correspondence. (See also Section II.B.4, Response to Written Questions).

27. Use of Electronic Versions of this RFP

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

28. New Mexico Employees Health Coverage

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

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

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

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form **(APPENDIX E)**, which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below.
Failure to complete and return the signed form will result in Offeror's disqualification. DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal **MUST:**

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);

2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the 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.

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 Agency 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 Agency. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico / Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident**

Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY

Proposals in response to this RFP must be submitted to the following Email at:
osi-rfp@state.nm.us **ONLY.**

Follow all submission instructions. Complete proposal upload prior to submission deadline. The Offeror must allow adequate time for uploads to be submitted electronically.

A submission that is not both: (1) fully complete; and (2) received by OSI after the deadline, will be deemed late and cannot be accepted. Further, a submission that is not fully complete and received by OSI after 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.**

- 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.
- **DO NOT password-protect proposal documents** – The Procurement Manger/CPO email address is secure, and accessible only to the OSI CPO. Confidential information must adhere to the requirements of Section II.C.8 and must be submitted pursuant to Section II.B.5.

Proposals must be submitted in the manner outlined below. The Technical and Cost portions of Offerors proposal must be submitted as **separate attachments**, and must be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload.

a) **Technical Proposals** – One (1) ELECTRONIC Email 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 Emailing**. The Technical Proposals **SHALL NOT** contain any cost information.

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

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

b) Cost Proposals – One (1) ELECTRONIC Email of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for Emailing**.

For technical support issues contact the Procurement Manager.

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

- Proposal must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.).
- Typeface must be easily readable such as Ariel, Courier, or Times Roman and type size must be 12-point.

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.

1. Proposal Content and Organization

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

A. Signed Letter of Transmittal
B. Signed Campaign Contribution Form
C. Table of Contents
D. Response to Contract Terms and Conditions (from Section II.C.15)
E. Offeror's Additional Terms and Conditions (from Section II.C.16)
F. Response to Technical Mandatory Specifications **(except Cost information which shall be included ONLY in Cost Proposal)**
   1. Organizational Expertise
   2. Project Plan and Implementation
   3. New Mexico / Native American Resident Preference (if applicable)

Cost Proposal:
Completed Cost Response Form (**APPENDIX D**)

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

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

1. BACKGROUND

1.1 NMSA 1978, Sections 59A-12-26 & 59-A13-12, accessible from the Search Laws menu on the New Mexico State Compilation Commission website (www.nmcompcomm.us/) and the recently amended version of 13.4.7 NMAC which go into effect on April 1, 2025 (attached hereto as Attachment A):

1.1.1. Allow the Superintendent of Insurance ("OSI") to contract with an independent entity (the "Contractor") to approve C.E. course providers, to approve C.E. courses, and to administer New Mexico's C.E. standard;

1.1.2. Establish continuing education requirements for most major-line insurance producer and/or adjuster licenses consisting of 24 hours of New Mexico-approved C.E., including 3 hours of ethics training, from New Mexico-approved providers;

1.1.3. Govern the approval of C.E. providers. As of June 2024, New Mexico has 209 approved providers;

1.1.4. Require as part of the course approval process the Contractor collect a course application fee from an approved provider, specify that the term for course approval is two years or a change to the course content or outline, and provide that an approved provider may submit an application with a fee to the Contractor to have the course approval renewed. As of June 2024, New Mexico has 5,601 approved courses.

1.1.5. Authorize the Superintendent of Insurance to develop minimum standards (herein referred to as "CE Standards," provided in Attachment B of this RFP) that apply to approved courses and approved providers, and that the Contractor shall use to evaluate course applications and provider applications. The CE Standards are subject to change at any time.

1.1.6. Require an approved provider to provide documentation of course completion to a licensee within 10 days of completion of an approved course.

1.1.7. Require that the Contractor provide a provider whose course application is disapproved a written explanation as to the reasons for the denial and the applicant's right to appeal the decision by requesting an administrative hearing.

1.2. OSI wants to allow licensees the ability to easily locate approved providers, approved courses and course offerings that will allow a licensee to comply with C.E. that a licensee must complete to become eligible to renew a license and to meet requirements imposed by other regulatory entities or professional organizations.

1.3. OSI wants to provide ready access to licensees, license coordinators, other regulatory entities or professional organizations, and the public, to the detailed status of a licensee's fulfillment of C.E. requirements.

2. REQUIREMENTS

2.1. The Contractor shall draft for approval by the Superintendent, publish, and make available over the Internet and in paper format **policies, procedures, forms, and instructions** that reflect the CE Standards to help applicants apply for provider approval, instructor approval, and course approval, and to promote approved provider compliance with course-delivery standards developed by the OSI. The Contractor shall make any published information accessible to individuals with disabilities.

2.2. The Contractor shall review and render a decision concerning each **provider and/or instructor application** within 30 calendar days and shall only approve providers and instructors that meet the CE Standards.

2.2.1. The Contractor shall employ or contract with, and shall train and supervise, individuals who have requisite knowledge, skills and abilities to competently review, evaluate, render sound decisions on, and otherwise process provider applications and instructor approval requests.

2.2.2. The Contractor shall develop, implement and ensure adherence to, policies and procedures for evaluating applications for provider approval and instructor approval.

2.2.3. The Contractor shall facilitate multi-state approval of a provider, including accepting and reviewing applications submitted on systems and forms developed by the Contractor or on systems and forms developed by the NAIC, affiliates of the NAIC and business partners of the NAIC.

2.2.4. The Contractor shall review the completeness and sufficiency of a provider's application, including the reported experience, education and background of the instructors that the provider proposes to use.

2.2.5. The Contractor shall develop, implement, and ensure adherence to, policies and procedures for reviewing, approving or denying, and maintaining documentation concerning instructor approval and lists of courses each instructor may teach.

2.2.6. If the provider or instructor application is approved, the Contractor shall assign a unique Approved Provider or Instructor Number that distinguishes the approved provider or instructor from any other organization or individual, and shall provide the approved provider or instructor a certificate that identifies the organization or individual as an approved provider or instructor and that includes the Approved Number, and shall provide the approved provider or instructor information that an approved provider needs in order to comply with the CE Standards.

2.2.7. If a provider or instructor application is incomplete, the Contractor shall send a Notice of Deficiency to the applicant listing all deficiencies in the application and shall require the applicant to cure the deficiencies and respond within 30 calendar days. The Contractor's 30-day time frame shall be suspended from the date the Contractor sends the Notice of Deficiency to the date the Contractor receives a response from the provider or instructor.

2.2.8. Before disapproving a complete provider or instructor application that does not meet the qualifying standards, the Contractor shall give the provider or instructor an opportunity to eliminate the problem or barrier preventing approval.

2.2.9. If a provider or instructor application is disapproved, the Contractor shall provide the provider or instructor the reason for the disapproval and shall inform the provider organization of the right to an administrative hearing to appeal the decision and related procedures in a manner prescribed by the OSI.

2.2.10. The Contractor shall develop, maintain, and administer policies and procedures for handling application denials, in addition to recommendations for denials, suspensions, or revocation of approvals as directed by the OSI. The Contractor shall provide evidence and testimony as needed to support the decisions made by the Contractor, including that which may be requested from OSI concerning any challenge or administrative proceeding resulting from the Contractor's approval/denial decisions.

2.2.11. The Contractor shall develop, maintain and administer policies and procedures for the retention of, disposition of and public accessibility to, provider applications, requests for instructor approval, application/approval decisions, changes to provider information and associated correspondence.

2.3. Contractor shall review each **course application** to determine whether the course meets the requirements to be established by the OSI and to determine the number of credit hours for each education topic that a licensee shall earn by completing the course.

2.3.1. The Contractor shall employ or contract with, and shall train and supervise, individuals who have the requisite knowledge, skills and abilities to competently review, evaluate, render sound decisions on, and otherwise process applications for course approval.

2.3.1.1. The Contractor shall possess and develop sufficient knowledge in each education topic prescribed by the OSI.

2.3.1.2. As of November 15, 2024, **education topics** included ethics, flood Insurance, long-term care partnership, and general (other insurance education meeting CE Standards).

2.3.2. The Contractor shall develop, implement and ensure adherence to, policies and procedures for evaluating applications for course approval. The Contractor may include as part of its policies and procedures a method for conducting an expedited review of an application. A Contractor that intends to charge a different price to expeditiously process a course application must include that price on the Price Sheet in response to this solicitation.

2.3.3. The Contractor shall be required to review courses delivered through classroom instruction, instruction by audio media, instruction by video media, instruction from printed materials, computer-based instruction, webinars and courses to be delivered via other course-delivery methods.

2.3.4. The Contractor shall facilitate multi-state approval of a course, including accepting and reviewing applications submitted on systems and forms developed by the Contractor or on systems and forms developed by the NAIC, affiliates of the NAIC and business partners of the NAIC.

2.3.5. The Contractor shall be required to ensure the content of course instruction meets CE Standards, to ensure that the instruction is presenting correct and current material, and to assign the correct number of credit hours to each education topic.

2.3.6. The Contractor shall approve any course when the approved provider furnishes the Contractor with evidence that the course has been approved by the insurance regulatory authority in another state with which New Mexico has reciprocal privileges. If the Contractor disagrees with the number of credit hours that the other states approved for the course, the Contractor shall confer with designated representatives of the OSI.

2.3.6.1. The Contractor shall render appropriate decisions concerning each course application within the 30-day time period.

2.3.6.2. Notify the OSI in writing (e-mail is acceptable) that the course review was not completed within the 30-day period, explaining why the timeframe was not met; and

2.3.6.3. Assign the credit hours applicable to the course.

2.3.7. If a course application is approved, the Contractor shall:

2.3.7.1. Assign a unique Approved Course Number that distinguishes the approved course from any other course;

2.3.7.2. Notify the approved provider that the course was approved including the Approved Course Number and course title assigned to the course, the number of credit hours assigned to each education topic and the total credit hours assigned to the course; and

2.3.7.3. Provide the approved provider an efficient means to issue documentation of course completion for licensees who complete the course, including instructions to the Approved Provider on how to properly complete the documentation of course completion.

2.3.8. If a course application is incomplete, the Contractor shall send a Notice of Deficiency to the approved provider and shall require the approved provider to respond to all deficiencies within 30 calendar days. The Contractor's 30-day time frame shall be suspended from the date the Contractor sends the Notice of Deficiency to the date the Contractor receives a response from the approved provider.

2.3.9. Before disapproving a complete course application that does not meet the C.E. standards, the Contractor shall give the approved provider an opportunity to eliminate the problem or barrier preventing the course from being approved, within the 30 days following the Notice of Deficiency. If the provider fails to respond or correct the deficiency within the 30 days the course shall be declined within the 60-day period referenced in 2.3.6.1 & 2.3.8.

2.3.10. If a course application is disapproved, the Contractor shall provide the approved provider the reason for the denial and shall inform the approved provider about their appeal rights.

2.3.11. The Contractor shall develop, maintain and administer policies and procedures for handling course application denials in addition to recommendations for denials, suspensions, or revocation of approvals as directed by the OSI. The Contractor shall provide evidence and testimony as needed to support the decisions made by the Contractor, including that which may be requested for any challenge or administrative proceeding resulting from the Contractor's approval/denial decisions.

2.3.12. If the OSI establishes another education topic that the Contractor must consider when evaluating course applications, the Contractor shall, at no charge, facilitate and consider an approved provider's request to reallocate the credit hours awarded to an approved course to newly established types or categories of education.

2.3.13. The Contractor shall develop, maintain and administer policies and procedures for the retention of, disposition of and public accessibility to, course applications, application decisions and associated correspondence. All documents shall be retained by the Contractor for ten (10) years after the date of receipt.

2.4. The Contractor shall maintain and make readily available over the internet, by phone and by mail **information** as prescribed by the OSI including but not limited to:

2.4.1. Policies, procedures, forms, instructions and other relevant information for potential and approved providers.

2.4.2. A list of courses resulting from a query that match criteria for course delivery method, education topic, keyword within the course title, and course number. Each list of courses shall contain the following information:

2.4.2.1. The approved provider's name, web site address (if the approved provider reported a web site to the Contractor) and the telephone number including extension number that a licensee would call to enroll in an approved course.

2.4.2.2. For each approved course, the course title, number of credit hours pertaining to each education topic, the total credit hours for the course, the course delivery method; and,

2.4.2.3. The schedule of course offerings for each course that contains the dates, times and locations (business name, street address including suite number, city, state and ZIP code) of each offering. When presented on the internet, the course offering location may include a link to an online application that would enable a licensee to view a map of the location and obtain directions to the location from an address that the licensee enters.

2.5. The Contractor shall develop and maintain a **course offering system** that

2.5.1. Enables an approved provider to easily post, for each approved course, course offering schedules, including the date, time and location of each course offering, so that up-to-date course offering schedules are accessible to the public;

2.5.2. Enables the public user to promptly (within no more than one minute) obtain a list of approved courses filtered to match search criteria selected by the user, which should include

- The location (searchable by state, county, city, ZIP code or distance from a specified address) of a course offering;
- An education topic;
- A course delivery method (classroom or self-directed course);
- A minimum and maximum number of credit hours;
- A provider name or provider number;
- A term or keyword within course titles or a course number.

2.5.3. For each course located in response to a user's query, should present

- The name of the course provider,
- A link to the approved provider's Internet web site if the approved provider has a web site,
- The approved provider's telephone number that a licensee would use to ask questions about an approved course or to enroll in a course,
- The title of the course
- The education topics covered by the course and the credit hours that the licensee will earn for each education topic by completing the course;
- The total credit hours the licensee will earn by completing the course;
- The fee that the approved provider charges for a person to enroll in the course if reported by the approved provider;
- The date, time and location of each course offering reported by the approved provider, and for each course-offering location, a link to a street mapping application that would depict the location of the course offering on the map.

2.6. The Contractor shall maintain an easy-to-access and easy-to-navigate **internet web site**:

2.6.1. The Contractor shall employ or contract with, and shall train and supervise, individuals who have requisite knowledge, skills and abilities to competently develop, maintain and administer complex, interactive, well-designed and well-written internet web sites; back-end databases and database connections; web servers and server configurations; and secure data transfer protocols.

2.6.2. The Contractor shall provide a web page from which links to all resources pertaining to New Mexico C.E. are accessible, including but not limited to:

2.6.2.1. The Contractor's contact information presented prominently on the page, including the Contractor's name, mailing address, telephone number, toll-free telephone number, fax number and e-mail address.

2.6.2.2. A section of links containing RESOURCES FOR NEW MEXICO INSURANCE LICENSEES, which shall include links or information enabling a user to

- Find a continuing education course;
- Obtain a licensee's continuing education transcript, which shall enable the public to access course-completion information for a singular licensee or for a list of licensees;
- Contact the Contractor with questions or problems.

2.6.2.3. A section of links containing RESOURCES FOR COURSE PROVIDERS, which shall include links enabling a user to

- Apply to become an approved course provider;
- Apply for course approval;
- View the statuses and expirations of courses;
- Add/update the schedule of course offerings;
- Submit a roster of course completions;
- Correct a previously submitted course-completion roster;
- Contact the Contractor with questions or problems.

2.6.2.4. A section of links containing OTHER RESOURCES, which shall include links enabling a user to:

- View C.E. related information on the OSI web site;
- View insurance continuing education laws;
- View the CE Standards.

2.6.2.5. A link to enable the user to contact the Contractor to provide feedback on the Contractor's web site.

2.6.3. The Contractor shall develop, maintain and administer a system of documenting and archiving each version of its web page such that the Contractor can accurately depict the information that was displayed on its web site at any point in time during the Contract period.

2.7. The Contractor shall develop and administer a system for **monitoring and auditing approved courses and approved providers**.

2.7.1. Each year, the Contractor shall audit randomly selected classroom-delivered courses at the direction of the OSI.

2.7.2. Each year, the Contractor shall audit randomly selected self-directed courses, each offered by a different course provider, to determine adherence to all CE Standards, including verification that the provider only used proctors for post-course exams that the Contractor approved for use.

2.7.3. The Contractor shall investigate complaints regarding approved courses.

2.7.4. The Contractor shall advise the approved provider, in writing, of deficiencies in a manner prescribed by OSI and provide OSI with a copy.

2.7.5. Between thirty (30) and sixty (60) calendar days after notifying an approved provider of deficiencies, the Contractor shall determine whether deficiencies have been cured, shall inform the OSI of any deficiencies that have not been cured, and shall provide a recommendation to the OSI concerning withdrawal of approval of the course or the provider as circumstances warrant.

2.8. The Contractor shall provide quality, timely and readily accessible service to OSI, course providers, course instructors, licensees and the public, including individuals with disabilities, and shall have systems in place to evaluate customer needs and its ability to fulfill those needs.

2.9. The Contractor shall provide OSI the following **reports** by e-mail, or by other electronic means that restricts access to the information to designated individuals within OSI:

2.9.1. Within 30 calendar days following each calendar quarter, a report that shows:

2.9.1.1. As of the last day of the calendar quarter,

- the number of currently approved providers;
- the number of approved self-directed courses;
- the number of approved classroom courses;
- the number of approved instructors;
- the number of provider applications in process;
- the number of self-directed course applications in process; and,
- the number of classroom course applications in process;
- The number of provider applications in process

2.9.1.2. During the calendar quarter, summary information that includes:

- the number of provider applications received;
- the number of provider applications reviewed and the average days to review a provider application;
- the number of provider applications approved;
- the number of provider applications denied;
- The number of provider applications recommended to OSI for denial or withdrawal of approval;
- the number of instructor applications received;
- the number of instructor applications approved;
- the number of instructor applications reviewed and the average days to review an instructor application;
- the number of instructor applications denied;
- The number of instructor applications recommended to OSI for denial or withdrawal of approval;
- the number of self-directed course applications received;
- the number of self-directed course applications reviewed and the average days to review;

- the number of self-directed applications approved including the number of approvals resulting from the course having been approved in a reciprocal jurisdiction ;
- the number of self-directed applications denied;
- the number of classroom course applications received and the average days to review a classroom course application;
- the number of classroom course applications approved including the number of approvals resulting from the course having been approved in a reciprocal jurisdiction; and,
- the number of classroom course applications denied;
- The number of classroom course applications recommended to OSI for denial or withdrawal of approval;

2.9.1.3. During the calendar quarter, detailed information that includes:

- the identity of each provider and each course audited and a summary of the results of each audit; the identity of each provider whose approval was suspended or withdrawn during the calendar quarter, the date that the approval was suspended or rescinded and the reason;
- the identity of each course approval that was suspended or withdrawn during the calendar quarter, the identity of the approved provider who offered the course, the date that the approval was suspended or rescinded and the reason;

2.9.2. On a periodic basis determined appropriate by the Contractor, but on at least a semi-annual basis, a list of other performance measures or performance-related information that depicts the Contractor's performance, including associated performance targets and actual performance levels. The Contractor shall include in the list the average time that a caller remained on hold after selecting an option to speak with a representative of the Contractor.

2.9.3. Within 14 calendar days of each occurrence,

2.9.3.1. A report that provides details concerning any recommendation from the Contractor for the withdrawal or suspension of approval of any course, provider, or instructor.

2.9.3.2. A copy of any judgment, order or substantially similar document pertaining to any civil or criminal complaint or information made against the Contractor or any of the Contractor's members, officers, directors, key persons, or subcontractors, rendered by any jurisdiction, whether as a result of an administrative, quasi-judicial, civil, or criminal proceeding.

2.9.4. Immediate notice of any actual or potential conflicts of interest between the Contractor or a subcontractor and any entity regulated by the OSI or any provider applicant or approved provider.

2.10. The Contractor shall promptly **update information** presented in all systems, policies, procedures, forms, instructions, form letters, web pages and other sources to reflect any change to the OSI or Contractor's contact information (addresses, telephone numbers, e-mail addresses, web site addresses, etc.), the CE Standards, or any other information presented to provider applicants, approved providers or the public pursuant to provisions of this Contract.

2.11. The Contractor shall make itself **accessible** to the OSI and to the public, Monday through Friday from 8:00 am to 5:00 pm MST, excluding all Federal and/or state holidays, by a toll free telephone number, by e-mail and through a postal mailing address.

2.11.1. The Contractor shall have a telecommunication system that provides each caller the option of speaking with a representative of the Contractor. The Contractor shall employ representatives and supervisors who have the knowledge, skills and abilities to competently and promptly respond to questions and complaints.

2.11.2. The Contractor shall professionally and promptly respond to telephone calls and written correspondence (including e-mails or mailed documents). The Contractor shall meet the service standards it specifies in its response to this Request for Proposals.

2.11.3. The Contractor shall have plans to rapidly address outages in the Contractor's primary communications system.

2.12. The Contractor shall remain abreast of, and provide consultation and advice to the OSI concerning,

- Federal and state laws, rules, regulations, and state practices (in New Mexico and in other states) relating to insurance professional licensing requirements;
- NAIC model laws and uniform guidelines relating to insurance professional licensing; and,
- Licensing-related products and services offered by the NAIC, NIPR or other third-party vendors, to state insurance departments, insurance company licensing coordinators and licensees.

Attachment A
Final Rule NMAC 13.4.7

TITLE 13 INSURANCE
CHAPTER 4 LICENSING OF INSURANCE PROFESSIONALS
PART 7 CONTINUING EDUCATION REQUIREMENTS
13.4.7.1 ISSUING AGENCY: Office of Superintendent of Insurance (OSI)
[13.4.7.1 NMAC - Rp, 13.4.7.1 NMAC, 04/01/2025]
13.4.7.2 SCOPE:
A. This rule applies to all licensed adjusters, insurance producers, limited surety agents, bail bond solicitors, property bondsmen, and nonresident insurance producers unless exempted by Subsection B of this section.
B. The continuing education requirements of this rule shall not apply to:
(1)holders of limited licenses issued pursuant to Section 59A-12-18 NMSA 1978;
(2)licensees who have been continuously licensed by the superintendent for 25 years or more, without a lapse of more than 90 days;
(3)persons who maintain a license solely for the purpose of receiving renewal fee residuals and who do not otherwise transact the business of insurance;
(4)agents of fraternal benefit societies licensed pursuant to Section 59A-44-33 NMSA 1978;or
(5)nonresident insurance licensees who are licensed in another state or country that requires completion of continuing education courses.
[13.4.7.2 NMAC - Rp, 13.4.7.2 NMAC, 04/01/2025]

13.4.7.3 STATUTORY AUTHORITY: Sections 59A-2-9, 59A-6-1, 59A-11-10, 59A-11-23, 59A-12-16, 59A-12-26, 59A-13-12, 59A-44-33, 59A-51-4.1 NMSA 1978.
[13.4.7.3 NMAC - Rp, 13.4.7.3 NMAC, 04/01/2025]
13.4.7.4 DURATION: Permanent.
[13.4.7.4 NMAC - Rp, 13.4.7.4 NMAC, 04/01//2025]
13.4.7.5 EFFECTIVE DATE: April 1, 2025, unless a later date is cited at the end of a section.
[13.4.7.5 NMAC - Rp, 13.4.7.5 NMAC,04/01/2025]
13.4.7.6 OBJECTIVE: The purpose of this rule is to set forth continuing education requirements for persons who are licensed by the superintendent to transact business in this state and for continuing education providers.
[13.4.7.6 NMAC - Rp, 13.4.7.6 NMAC, 04/01/2025]
13.4.7.7 DEFINITIONS: As used in this rule:
A. "adjuster" means a resident or non-resident public adjuster, staff adjuster or independent adjuster as defined in Section 59A-13-2 NMSA 1978;
B. "approved course" means a course of instruction approved by the coordinator as satisfying the continuing education requirements of this rule or that has been previously approved by another state with which New Mexico has reciprocal privileges and that has been submitted by the provider and approved by the coordinator;
C. "bail bondsman" has the same definition as in Subsection A of Section 59A-51-2 NMSA 1978;
D. "biennially" means every two years or during the 24 months next preceding expiration of the current license;
E. "business day" means Monday through Friday, excluding holidays observed by the state.
F. "classroom course" means a course of instruction approved by the coordinator as satisfying the continuing education requirements of this rule or that has been previously approved by another state with which New Mexico has reciprocal privileges and that has been submitted by the provider and approved by the coordinator.
G. "classroom equivalent course" means a type of classroom study that is instructor-led, delivered using the internet to remote attendees, with a specific start time and end time, in which students enroll before gaining access to the instructor, information, and course activities. Student attendance is monitored and validated based on personally identifiable information (e.g., username, password, email) and student participation in interactive exercises is required. Final Rule NM OFFICE OF SUPERINTENDENT OF INSURANCE
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H. "compliance period" means the time period between the issue date or last renewal date of the license to the expiration date of the license for purposes of satisfying the continuation requirements;
I. "continuing education coordinator" or "coordinator" means an independent entity approved by the superintendent that receives and reviews continuing education compliance courses, instructors, providers, applications, and renewal applications. The official title of the coordinator for use in formal documents shall be "the New Mexico Insurance Continuing Education Coordinator";
J. "credit hour" means 50 minutes of actual instruction or self-study time in an approved course;
K. "ethics course" means a course that deals with usage and customs among members of the insurance profession, involving moral and professional conduct and fiduciary obligations and

duties toward one another, toward clients, toward insureds, and toward insurers and of responsible insurance agency management;
L. “insurance producer” means a person required to be licensed under the laws of the state of New Mexico to sell, solicit or negotiate insurance;
M. “licensee” means an adjuster, insurance producer, limited surety agent, bail bond solicitor, property bondsman or nonresident insurance producer within the scope of this rule;
N. “limited surety agent” has the same definition as in Subsection C of Section 59A-51-2 NMSA 1978;
O. “non-contact” means self-study;
P. “nonresident licensee” means a person licensed in this state pursuant to Section 59A-11-23 NMSA 1978;
Q. “property bondsman” has the same definition as in Subsection D of Section 59A-51-2 NMSA 1978;
R. “provider” means a person who is authorized by the superintendent to provide approved continuing education courses for licensees and report licensee attendance for credit toward continuing education requirements;
S. “qualified instructor” means, for purposes of this rule, a person who has demonstrated competency in the subject matter of an approved course through one of the following means:
(1) a college degree from an accredited institution of higher learning with a major in insurance; or
(2) a professional designation of CLU or CPCU or similar designation from an industry association; or
(3) three or more years of practical experience in the subject matter being taught or monitored; and
(4) a qualified instructor shall not have been subject to any order of revocation, suspension, or other formal disciplinary action in any state;
T. “roster” is an official list of licensees who have successfully completed an offering of an approved course;
U. “self-study” means course activities or information delivered outside of real time (recorded or otherwise similarly accessible) and available at any time, such as but not limited to correspondence, online training, video, audio, compact disk (CD) or digital versatile disk (DVD). Student attendance is verified based on identity (e.g., username, password, email, signature) and successful completion of knowledge assessments or an examination;
V. “seminar” means a type of classroom study that is instructor-led, delivered in person or using the internet to remote attendees, with a specific start time and end time, in which students enroll before gaining access to the instructor, information, and course activities. Student attendance is monitored and validated based on personally identifiable information (e.g., username, password, email) and student participation in interactive exercises is required;
W. “solicitor” has the same definition as in Subsection E of Section 59A-51-2 NMSA 1978;
X. “staff” means any OSI employee or a contractor approved by the superintendent of insurance; and
Y. “superintendent” means the superintendent of insurance, the office of superintendent of insurance or employees of the office of superintendent of insurance acting within the scope of the superintendent’s official duties and with the superintendent’s authorization.
[13.4.7.7 NMAC - Rp, 13.4.7.7 NMAC, 04/01/2025]
13.4.7.8 INSURANCE CONTINUING EDUCATION COORDINATOR:

A. The superintendent will appoint an insurance continuing education coordinator to approve individual courses of instruction for continuing education credit, notify the superintendent of approved courses as
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they are approved, make recommendations regarding continuing education courses and perform other tasks as assigned by the superintendent.
B. The continuing education coordinator shall not approve any continuing education course that does not provide a method by which a provider can confirm that a licensee has completed the course.
C. Coordinator requirements for continuing education review:
(1) Course application: the coordinator shall review each course application to determine whether the course meets the established requirements and to determine the number of credit hours for each education topic that a licensee may earn by completing the course;
(2) the coordinator shall employe or contract with, and shall train and supervise, individuals who have the requisite knowledge, skills, and abilities to competently review, evaluate, and render sound decisions on, and otherwise process applications for course approval;
(3) the coordinator shall possess and develop sufficient knowledge in each education topic prescribed by the OSI;
(4) education topics include ethics, flood insurance, long-term care partnership, and general (other insurance education meeting continuing education standards);
(5) the coordinator shall develop, implement, and ensure adherence to, policies and procedures for evaluating applications for curse approval. The coordinator may include as part of the policies and procedures a method for conducting an expedited review of an application. A coordinator that is a contractor to OSI and that intends to charge a different price to process a course application expeditiously shall include that price on the price sheet in response to an OSI solicitation;
(6) the coordinator shall review courses delivered through classroom instruction, instruction by audio media, instruction by video media, instruction from printed materials, computer-based instruction, webinars, and courses to be delivered via other course-delivery methods;
(7) the coordinator shall facilitate multi-state approval of a course, including accepting and reviewing applications submitted on systems and forms developed by the coordinator or on systems and forms developed by the NAIC, affiliates of the NAIC and business partners of the NAIC;
(8) the coordinator shall be required to ensure that the content of course instruction meets continuing education standards, to ensure that the instruction is presenting correct and current material, and to assign the correct number of credit hours to each education topic; and
(9) the coordinator shall render appropriate decisions concerning each course application within a thirty-day time period or shall notify the OSI in writing (email is acceptable) that the course review was not completed within the thirty-day period, explaining why the timeframe was not met.
D. If a course application is approved, the coordinator shall:
(1) Notify the approved provider that the course was approved including the approved course number and course title assigned to the course, the number of credit hours assigned to each education topic and the total credit hours assigned to the course; and
(2) provide the approved provider an efficient means to issue a certificate of compliance to each licensee who completes the course, including instruction to the approved provider on how to properly complete a certificate of compliance.

E. If a course application is incomplete, the coordinator shall send a notice of deficiency to the approved provider and shall require the approved provider to respond to all deficiencies within 30 calendar days. The coordinator's 30-day time frame shall be suspended from the date the coordinator sends the notice of deficiency to the date the coordinator receives a response from the approved provider.
F. Before disapproving a complete course application that does not meet the continuing education standards, the coordinator shall give the approved provider an opportunity to eliminate the problem or barrier preventing the course from being approved as an approved course.
G. If a course application is disapproved, the coordinator shall provide the reason for the denial to the approved provider, and shall inform the approved provider about their appeal rights.
H. The coordinator shall develop, maintain and administer policies and procedures for handling appeals of course application denials, and the coordinator shall testify to, and support, in any appeal proceeding, decisions made by the coordinator.
I. If the OSI establishes another education topic that the coordinator shall consider when evaluating course applications, the coordinator shall, at no charge, facilitate and consider an approved provider's request to reallocate the credit hours awarded to an approved course to newly established types or categories of education.
J. The coordinator shall develop, maintain and administer policies and procedures for the retention of, disposition of, and public accessibility to, course applications, application decisions and associated
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correspondence. All documents shall be retained by the coordinator for ten years after the date of receipt.
[13.4.7.8 NMAC - Rp, 13.4.7.8 NMAC, 04/01/2025]
13.4.7.9 REQUIREMENTS FOR LICENSEES:
A. Hours required biennially.
(1) All licensees shall complete a minimum of three hours of credits in ethics during each compliance period. Ethics credit hours may be included toward the total credit hour requirement for each license type.
(2) Title insurance licensees shall complete ten credit hours of approved courses covering title insurance. At least three credit hours shall specifically cover the proper handling of escrow funds. These three hours can also be used to satisfy the requirement for three credit hours in ethics.
(3) Limited surety agents, property bondsmen, solicitors and bail bond solicitors shall complete 14 hours of approved courses covering the Bail Bondsmen Licensing Law, Sections 59A-51-1 et seq. NMSA 1978 and related regulations during each two-year compliance period.
(4) All other licensees shall complete 24 credit hours of approved courses covering some or all of the kinds of insurance for which they are licensed during each compliance period. Licensees who transact insurance under multiple lines of authority are only required to satisfy a single 24 hour continuing education requirement for each compliance period.
(5) Adjusters who are licensed prior to July 1, 2017 shall satisfy continuing education credits prior to renewal of licenses beginning with the first biennial renewal cycle occurring after April 30, 2018.
(6) Non-resident licensees are not required to complete New Mexico's continuing education requirements if the home state requires continuing education and the licensee has complied with the continuing education requirements of the home state, pursuant to the provisions of Section 59A-11-23 NMSA 1978.

B. No carryover. No licensee may carry over credit hours earned in a compliance period to the next compliance period.
C. No duplicate credit. No additional credit will be granted to a licensee for completion of the same approved course more than once in any compliance period.
D. Course completion date. Course credits are applied to licensing requirements based on the date that the course is taken, rather than on the date that the course credit is reported by the provider.
E. Course approval. Licensees shall receive course credit only for courses that have been approved by the coordinator prior to enrollment in the course.
F. Extensions. Licensees who meet the criteria of illness, medical disability, military deployment or circumstances beyond the control of the licensee may apply for an extension of time to complete their continuing education requirement or a waiver, in whole or in part, of the continuing education requirement.
(1) The superintendent shall establish the duration of the extension when it is granted.
(2) If the circumstances supporting the extension continue beyond the granted extension period, the licensee may reapply for an extension.
(3) The licensee shall request the extension prior to the end of the compliance period for which it applies, using the form available on the OSI website.
(4) Licensees called to active military service in a combat theater, may apply for an exemption from or an extension of time for meeting the continuing education requirements or extending their license renewal. The licensee shall request the extension or waiver prior to the end of the compliance period, using the form available on the OSI website.
G. Reinstating a discontinued license. A licensee whose license is discontinued shall complete all required continuing education credits before submitting an application for reinstatement.
[13.4.7.9 NMAC - Rp, 13.4.7.9 NMAC, 04/01/2025]
13.4.7.10 COURSE CONTENT:
A. Course length. Individual courses shall be a minimum of one credit hour in length.
B. Ethics. A single continuing education course may include both ethics and other insurance topics meeting the requirements of Subsection C of this section.
C. Insurance subjects.
(1) General instruction time shall be designed to refresh the licensee's understanding of basic insurance principles and coverages, applicable laws and regulations, and recent and prospective changes to them.
(2) Required hours for specialized training requirements shall be completed prior to transacting the type of insurance and may also be counted toward the 24-credit-hour general producer licensee
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requirement.
(a) Producers desiring to transact business relating to stop loss insurance shall complete at least eight credit hours relating specifically to stop loss insurance.
(b) Adjusters and producers desiring to transact business relating to flood insurance shall complete at least four credit hours relating specifically to flood insurance within one year of the effective date of this rule.
(c) Producers shall not transact business relating to long term care until they have completed at least eight hours of continuing education relating specifically to long term care, and shall complete at least four hours of continuing education relating specifically to long term care during each compliance period thereafter. The course shall include topics relating to long term care partnership for producers who wish to transact long term care partnership business. Producers who transact

long term care insurance as of the effective date of this rule shall have one year following the effective date of this rule to complete the eight-hour initial course requirement.
(3) Required training shall not focus specifically on training that is insurer- or company-product specific and may not include sales or marketing information.
D. Approved learning formats.
(1) A course may utilize classroom instruction, lectures, seminars, panel discussions, question-and-answer periods, correspondence courses, online web-based courses and recorded presentations, as long as the provider can ensure that a licensee has completed the course.
(2) A minimum of three hours of continuing education course hours for each compliance period shall be earned through participation in a formal classroom or in another learning format that permits the student to interact with a live instructor. Licensees are responsible for tracking this requirement and are subject to audit by the superintendent.
E. Self-study course requirements. A self-study course shall include:
(1) clearly defined objectives and course completion criteria;
(2) material that is current, relevant, accurate, and that includes valid reference materials, graphics, and interactivity;
(3) specific instructions to register, navigate, and complete the course work;
(4) at least enough questions to fashion a minimum of two versions with at least fifty percent of the questions being new or different in each subsequent version; and
(5) process for:
(a) authenticating student identity such as passwords and security prompts;
(b) measuring the student’s success in completing a course that includes the material, exam, and any proctor requirements; and
(c) requesting and receiving the continuing education course completion certificate and reporting student results; and
(6) instructors or subject matter experts shall be available to answer student questions during provider business hours. A technical support or provider representative should be available during business hours, and responses to student questions should be provided withing twenty-four hours of initial contact.
F. Control of access to self-study course material and examinations. A student shall enroll for the course before having any access to course material. The course provider shall prevent all students from:
(1) having any access to the course examination before the student has reviewed all course materials;
(2) downloading any course examination; and
(3) printing or viewing the examination prior to reviewing all course materials.
G. Self-study course review questions. The course provider shall provide review questions at the end of each unit and chapter and shall prevent access to the final examination until each set of review questions is answered at a seventy percent success rate. The course provider shall provide final examination questions that do not duplicate unit or chapter review questions.
H. Self-study final examination criteria. The course provider shall provide a minimum of ten questions for each one-credit hour course and five additional questions for each subsequent credit hour. The student shall achieve a score of seventy percent or greater to pass the examination.
[13.4.7.10 NMAC - Rp, 13.4.7.10 NMAC, 04/01/2025]
13.4.7.11 PROVIDER AND COURSE REQUIREMENTS:

A. Provider qualifications. Prior to submitting proposed courses to the coordinator for approval, the
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provider shall submit the following information and be approved as a provider:
(1) the name and contact information for the provider's primary contact person;
(2) the provider's physical and mailing address;
(3) the provider's website address;
(4) a link that will be provided for licensees to review course dates, location, and content;
(5) procedures that will be used to process online enrollment in courses, including payment via credit card; and
(6) experience and qualifications of the course instructors.
B. Course content. To obtain approval of a course, a provider shall ensure that:
(1) the curriculum offered relates to insurance subjects, or subjects which relate to the individual licensee's transaction of insurance business;
(2) the course has significant intellectual or practical content and that its primary objective is to increase the participant's professional competence as a licensee; and
(3) pursuant to Subsection B of Section 59A-12-26 NMSA 1978, instruction shall be designed to refresh the licensee's understanding of:
(a) basic principles and coverages involved,
(b) applicable insurance laws and regulations,
(c) proper conduct of the licensee's business,
(d) duties and responsibilities of the licensee, and
(e) to address recent and prospective changes.
C. Course approval.
(1) The provider's course application to the coordinator shall include, at a minimum, the following information:
(a) a statement identifying the knowledge, skills, or abilities the licensee is expected to obtain through completion of the course;
(b) a detailed course content outline showing the approximate times for major topics;
(c) a detailed description of the course materials, including a course content word count, that demonstrates that the course supports the number of credit hours requested;
(d) the method of evaluation by which the provider measures how effectively the course meets its objectives and provides for student input;
(e) the total number of course hours requested for approval, including the method the applicant is using to determine the number of course hours and the number of hours included in the total number of course hours requested for approval that are ethics topics;
(f) the course application fee as specified in Section 59A-6-1 NMSA 1978; and
(g) for applicants determining self-study course hours by using the average of approved times in other states, a list of all course approved times and the states in which the course is approved;
(2) Prior approval. A provider shall submit each course for review and receive approval of the course prior to making that course available for enrollment by licensees. If the coordinator determines that the course content is incomplete or inadequate, the provider will be notified and required to supplement or modify the course before receiving approval.
(3) Renewals. The original course application fee covers the period until the initial expiration of the course. Courses shall be resubmitted for renewal, along with the renewal fee specified in Section 59A-6-1 NMSA 1978. Courses will not automatically be re-approved by the coordinator.

(4) Electronic course submission. Beginning July 1, 2017 any provider wishing to have a course approved by the coordinator, shall submit each course for approval electronically. Instructions for electronic submission of courses may be found on the OSI website. Providers should allow up to 60 days for the coordinator to approve a new course.
(5) Course expiration. All continuing education courses already approved by the coordinator at the time of the adoption of the final version of this regulation by the superintendent, will expire on April 1, 2025. All courses approved by the coordinator thereafter will expire two years after the date the course is approved.
(6) Voluntary cancellation. Providers shall notify the superintendent when a course is discontinued or no longer active and when there is a change to the provider's information of record.
(7) Non-voluntary course cancellation. Approved courses shall be cancelled and the content updated, as necessary, to reflect changes in the law or regulations. Failure of the provider to update courses in a timely manner may result in cancelation of the course by the superintendent.
D. Statement of approved courses. Providers of approved courses shall include the following written
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statement in the course materials for each approved course: "This course has been approved by the New Mexico Insurance Continuing Education Coordinator as New Mexico Insurance Continuing Education Course Number (insert number) for (insert number) hours of credit."
E. Instructors. A provider of an approved course shall ensure that instructors for all courses are qualified by practical or academic experience to teach the subject to be covered. No instructor shall present a course without prior approval by the OSI coordinator. An instructor shall submit a request for approval through an online application prescribed by the superintendent. With the submission of each instructor application, the provider must include a list of courses the applicant will be instructing. This list may be updated by the provider contact using the method prescribed by the OSI.
F. Enrollment. Providers shall make available a current list of scheduled courses including course content, applicable credits, course dates, instructor information and course location as appropriate. Providers shall collect course fees at the time of registration.
G. Minimum classroom requirements.
(1) Courses shall comply with the approved learning formats listed in Subsection D of 13.4.7.10 NMAC.
(2) A disinterested third party attendant, an instructor, or a disinterested third party using visual observation technology shall visually monitor attendance either inside or at all exits of the course presentation area at all times during the course presentation.
(3) An instructor shall be involved in each classroom presentation of the course, but in circumstances involving remote presentations, all students and the instructor do not need to be in the same location. Students may attend remotely via the internet or other real-time format. While presenting recorded or text materials, the instructor making the live course presentation does not have to be the same instructor included on the recorded presentation or who prepared the text materials.
(4) Question and answer discussion periods shall be provided by either an instructor making a live presentation of the course to licensees in the same room, or via real-time live audio or audio-visual connection which shall allow for student inquiries and responses with the presenting instructor, or by an instructor who is present for the entire remote, recorded, or computer-based course presentation with the students in the same room.

(5) The course pace shall be set by the instructor and does not allow for independent completion of the course by students.
(6) Providers may not include time spent by students on the final examination and pre-tests in determining course credit hours.
H. Course completion. A provider shall ensure that each licensee completes the course by either:
(1) monitoring the course to witness attendance and participation; or
(2) requiring submission of a test or other written work evidencing understanding of the course material.
I. Reciprocal courses. In order for a licensee to receive credit for a reciprocal course, the reciprocal course shall be approved in the provider's home state and have been submitted by the provider in its entirety to the coordinator for prior approval. The coordinator may choose to deny approval of any course hours that are related to the home state's laws or regulations or may deny any material, based on the NAIC's guidance.
J. Submission of roster. Within 10 business days after the completion of the course of instruction by a licensee, the provider shall electronically submit an attendance roster to the superintendent. The provider shall also provide documentation of course completion to each producer that successfully completed the course with 10 business days of completion.
K. Records. A provider shall maintain records of attendance and course completion for a minimum of three years and make such records available to the superintendent or the coordinator at any time upon request.
L. Audits. The OSI staff or the coordinator may conduct audits of any course or provider without prior notice to the provider. OSI staff or a designee may attend courses without identifying themselves as employees or representatives of OSI. If continuing education records are audited or reviewed and the validity or completeness of the records are questioned, the provider shall have 30 days from the date of notice to correct discrepancies or submit new documentation.
[13.4.7.11 NMAC - Rp, 13.4.7.11 NMAC, 04/01/2025]
13.4.7.12 REPORTING REQUIREMENTS:
A. Reporting by providers. Continuing education providers are required to report completion of continuing education courses to the superintendent. However, it is the responsibility of the individual resident licensee to ensure that the superintendent's records reflect the completion of the required number of continuing education courses on
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or before the continuing education due date. The licensee shall correct any discrepancies in the record through the continuing education provider.
B. Transition and reporting after July 1, 2017:
(1) All continuing education courses shall be completed and reported prior to renewal of the license. Licensees who fail to complete the required continuing education courses will not be permitted to renew the license, which will result in immediate termination of the license, pursuant to Section 59A-11-10 NMSA 1978.
(2) For individual licensees who were issued or who renewed a one-year agent, broker, or solicitor license prior to July 1, 2017, the license shall be renewed for a biennial insurance producer or bail bondsmen's license by April 30, 2018. Prior to that renewal, the individual licensee shall have completed 15 hours of continuing education courses, including at least one hour in ethics, as was required at the time the license was issued or renewed.
(3) For all biennial licenses issued after July 1, 2017, the licensee shall renew on the last day of the second birth month following issue of the license, such that the initial compliance period shall be

no less than 13 months and no more than 24 months in length. Prior to renewal, licensees shall complete the required number of continuing education courses, as set forth in Subsection A of 13.4.7.9 NMAC. The compliance period for completion of continuing education courses is the period between issue of the license and renewal on or before the last day of the licensees second birth month following issue.
(4) Thereafter, insurance producer licenses shall be renewed biennially on or before the last day of the licensee's birth month. Required continuing education courses shall be completed and reported during the compliance period, which is the twenty-four-month period immediately preceding renewal of the license. In order to allow time for the provider to report course attendance prior to expiration of the license, students should plan accordingly in order to avoid payment of penalties.
C. Fees. A licensee shall submit all continuing education fees prescribed by Subsection E of Section 59A-12-26 NMSA 1978 to the provider. The provider will then submit the hourly course fee electronically to the superintendent on behalf of the licensee. Registration fees are nonrefundable for licensees who fail to attend or fail to successfully complete a course. Instructions for electronic submittal of fees may be found on each provider's website and on the OSI website.
D. Records.
(1) The licensee is responsible for confirming that all continuing education credits have been correctly recorded by the provider. The licensee may print a copy of the entire educational transcript for reference purposes. Instructions for reviewing and printing the transcript may be found on the OSI website.
(2) It is recommended that all licensees maintain copies of certificates of completion of approved courses and verified statements for a period of three years.
(3) Individual continuing education credit information can be reviewed by the licensee, by the public or by the superintendent. Instructions for viewing continuing education information may be found on the OSI website.
(4) The superintendent shall be notified electronically of any noncompliance with the continuing education requirements by licensees.
[13.4.7.12 NMAC - Rp, 13.4.7.12 NMAC, 04/01/2025]
13.4.7.13 AUDITING PROCEDURES:
A. All continuing education records submitted or maintained pursuant to this rule are subject to audit by the superintendent.
B. If the superintendent finds a licensee or provider has failed to timely report continuing education credits through the online system, the superintendent may impose a penalty.
C. A provider who fails to submit the roster to the superintendent within 10 business days may be subject to removal from the list of approved continuing education providers in the state. Instructions for submitting the roster shall be provided to approved course providers.
[13.4.7.13 NMAC - Rp, 13.4.7.14 NMAC, 04/01/2025]
HISTORY OF 13.4.7 NMAC:
Pre-NMAC history. The material in this rule was previously filed with the State Records Center as:
SCC 85-2, In Re to Article II: Rules Regarding Continuing Education Requirements, on April 17, 1985;
SCC-85-11, Insurance Department Regulation 12 - Insurance Agents, Brokers and Solicitors, on October 10, 1985;
SCC-91-3-IN, Continuing Education Requirements of Insurance Agents, Brokers, and Solicitors, on January 31, 1992.

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NMAC history.
Recompiled as 13 NMAC 4.7, Continuing Education Requirements, effective 7/1/1997.
13.4.7 NMAC, Continuing Education Requirements, effective 5/1/2002.
13.4.7 NMAC, Continuing Education Requirements, effective 5/1/2002 was Repealed and Replaced by 13.4.7 NMAC, effective 2/27/2018.
History of repealed material.
13 NMAC 4.7, Continuing Education Requirements, Repealed 5/1/2002
13.4.7 NMAC Continuing Education Requirements, filed 5/1/2002 – Repealed effective 2/27/2018.
Other history of 13.4.7 NMAC:
13.4.7 NMAC – Continuing Education Requirements, filed 2/27/2018 was repealed and replaced by 13.4.7 NMAC - Continuing Education Requirements, effective 04/01/2025.

Attachment B

(subject to future modification)

- For classroom and webinar courses, one credit will be awarded for every 50 minutes of contact instruction.
- For self-study/online courses, credit will be awarded based on the NAIC's Recommended Continuing Education
- Guidelines for Online Courses and Course Guidelines for Classroom Webinar Delivery (below).
- The minimum number of credits that will be awarded is one credit; no partial credits will be awarded, and there is no maximum number of credits.
- Credits will only be awarded for courses whose subject matter will increase technical knowledge of insurance principles, coverages, ethics, laws or regulations and will not be awarded for topics such as personal improvement, motivation, time management, supportive office skills or other matters not related to technical insurance knowledge. If any credits are awarded for sales and/or marketing, those credits will be separately noted on the course approval document. Credits for sales and/or marketing will only be awarded in states that are permitted by law or regulation to accept credit for those topics. Additional guidance can be found in the NAIC's Recommended Approved/Not Approved Course Topics.

CE Standards
Course content. To obtain approval of a course, a provider shall ensure that:
(1) the curriculum offered relates to insurance subjects, or subjects which relate to the individual licensee's transaction of insurance business;
(2) the course has significant intellectual or practical content and that its primary objective is to increase the participant's professional competence as a licensee; and
(3) pursuant to Subsection B of Section 59A-12-26 NMSA 1978, instruction shall be designed to refresh the licensee's understanding of:
(a) basic principles and coverages involved,
(b) applicable insurance laws and regulations,
(c) proper conduct of the licensee's business,
(d) duties and responsibilities of the licensee, and

(e) to address recent and prospective changes.

Classroom/Seminar/Classroom Equivalent Course

- These guidelines are intended to apply to courses conducted and viewed in real time (live) in all locations and are not intended to apply when courses have been recorded and are viewed at a later time or to other online courses.
- Each student will be required to log in to the webinar using a distinct username, password and/or email. Students that view webinars in group settings which is two or more individuals should alternatively verify their participation in the form of sign-in and sign-out sheets submitted by a monitor with an attestation or verification code.
- The provider will verify the identity and license number, or National Producer Number (NPN), of all students.
- A provider representative, using computer-based attendance-monitoring technology, must monitor attendance throughout the course.
- The provider must have a process to determine when a participant is inactive or not fully participating, such as when the screen is minimized, or the participant does not answer the polling questions and/or verification codes.
- For webinars not given in a group setting, no less than two polling questions and/or attendance verification codes must be asked, with appropriate response provided, at unannounced intervals during each one-hour webinar session to determine participant attentiveness.
- The provider will maintain an electronic roster to include records for each participant's log-in/log-out times. If required by states chat history and polling responses should be captured as part of the electronic record.
- When a student is deemed inactive or not fully participating in the course by the course monitor of failure to enter appropriate polling question response or verification codes, continuing education (CE) credit is denied.
- All students and the instructor do not need to be in the same location.
- Students in all locations must be able to interact in real time with the instructor. Students should be able to submit questions or comments at any point during the webinar session.
- The course pace must be set by the instructor and does not allow for independent completion.
- Instruction time is considered the amount of time devoted to the actual course instruction and does not include breaks, lunch, dinner or introductions of speakers.
- One credit will be awarded for each 50 minutes of webinar/webcast instruction, and the minimum number of credits that will be awarded for webinar/webcast courses is one credit.
- The provider must have a procedure that informs each student in advance of course participation requirements and consequences for failing to actively participate in the course.
- A comprehensive final examination is not required.
- Providers may not include time spent by students on the final examination and pre-tests in determining course credit hours.

Online Course/Self Study

Goal: To deliver functional computer-based internet courses that offer quality insurance and/or risk management material in a password-protected online environment. Key Components:

- Material that is current, relevant, accurate, and that includes valid reference materials, graphics and interactivity.
- Clearly defined objectives and course completion criteria
- Specific instructions to register, navigate and complete the coursework
- Technical support/provider representative should be available during business hours and response provided within 24hours of initial contact.
- Instructors/subject matter experts must be available to answer student questions during provider business hours
- Process to authenticate student identity such as passwords and security prompts
- Method for measuring the student's successful completion of course which includes the material, exam and any proctor requirements.
- Process for requesting and receiving CE course-completion certificate and reporting student results to the appropriate regulator
- Require each agent to enroll for the course before having access to course material.
- Prevent access to the course exam before review of the course materials.
- Prevent downloading of any course exam.
- Provide review questions at the end of each unit/chapter and prevent access to the final exam until each set of questions are answered at a 70% rate.
- Provide final exam questions that do not duplicate unit/chapter questions.
- Prevent alternately accessing course materials and course exams. This does not apply if the state allows for "open book" exams.
- Have monitor affidavit containing specific monitor duties and responsibilities printed for monitor's use to direct the taking of the final exam. Monitor will complete the affidavit after the exam is completed.

Final Assessment (exam) Criteria:

- Minimum of 10 questions for 1 credit hour course with additional 5 questions for each subsequent credit hour and a score of 70% or greater
- At least enough questions to fashion a minimum of 2 versions with a least 50% of questions being new/different in each subsequent version
- Inability to print the exam or to view the exam prior to reviewing material

Procedures to determine Appropriate Number of Credit Hours:

Word Count/Difficulty Level

- Divide total number of words by 180 (documented average reading time) = number of minutes to read material
- Divide number of minutes by 50 = credit hours
- Course difficulty level is identified by the CE provider on the CER form and should be based on the NAIC CE Standardized Terms-Definitions for basic, intermediate and advanced course difficulty levels.

- Multiply number of hours by 1.00 for a basic level course; 1.25 for an intermediate level; 1.50 for an advanced course for additional study time = total number of credit hours (fractional hours rounded up if .50 or above and rounded down if .49 or less)

Interactive Course Content

- Elements included in the online course, in addition to text, such as video, animation, interactive exercises, quizzes, case studies, games, and simulations.
- Interactive elements should be applicable to course material and facilitate student learning.
- Only mandatory interactive elements should be included in the calculation of CE credit hours.
- Calculation of CE hour credits should be based on the run time of the interactive elements.
- CE providers will indicate run time of the interactive elements in the course content and upon request provide access to the state for review of the course.

Professional Designation Course

- Course that is part of a nationally recognized professional designation Credit hours equivalent to hours assigned to the same classroom course material Final Assessment
  - Time spent completing the final assessment should not be used in calculation of CE credit hours

Course Approval

- The provider's course application to the coordinator shall include, at a minimum, the following information:
  - a statement identifying the knowledge, skills, or abilities the licensee is expected to obtain through completion of the course;
  - a detailed course content outline showing the approximate times for major topics;
  - a detailed description of the course materials, including a course content word count, that demonstrates that the course supports the number of credit hours requested;
  - the method of evaluation by which the provider measures how effectively the course meets its objectives and provides for student input;
  - the total number of course hours requested for approval, including the method the applicant is using to determine the number of course hours and the number of hours included in the total number of course hours requested for approval that are ethics topics;
  - the course application fee as specified in Section 59A-6-1 NMSA 1978; and
  - for applicants determining self-study course hours by using the average of approved times in other states, a list of all course approved times and the states in which the course is approved.

Attachment C

(subject to future modification)

RECOMMENDED APPROVED/NOT APPROVED TOPICS FOR CE CREDIT

Approved Topics
1. Actuarial mathematics, statistics and probability – in relation to insurance
2. Assigned risk – in relation to insurance
3. Claims adjusting
4. Courses leading to and maintaining insurance designations
5. Employee benefit plans – in relation to insurance
6. Errors and omissions – in relation to insurance
7. Estate planning/taxation – in relation to insurance
8. Ethics
9. Fundamentals/principles of insurance (including but not limited to: annuities, crop and hail, life, accident and health,
property/casualty [P/C], etc.)
10. Insurance accounting/actuarial considerations
11. Insurance contract/policy comparison and analysis
12. Insurance fraud
13. Insurance laws, rules, regulations and regulatory updates
14. Insurance policy provisions
15. Insurance product-specific knowledge
16. Insurance rating/underwriting/claims
17. Insurance tax laws
18. Legal principles – in relation to insurance
19. Long-term care/partnership
20. Loss prevention, control and mitigation – in relation to insurance
21. Managed care
22. Principles of risk management – in relation to insurance
23. Proper uses of insurance products
24. Real Estate Settlement Procedures Act (RESPA) – in relation to insurance
25. Restoration – addresses claims, loss control issues and mitigation – in relation to insurance
26. Retirement planning – in relation to insurance
27. Securities – in relation to insurance
28. Suitability in insurance products
29. Surety bail bond
30. Underwriting principles – in relation to insurance
31. Viatical/life settlements – in relation to insurance
Other topics approved that contribute substantive knowledge relating to the field of insurance and expands competence of the licensee.

Not Approved Topics
1. Automation
2. Clerical functions
3. Computer science
4. Computer training/skills or software presentations
5. Courses on investments – stocks, bonds, mutual funds, Financial Industry Regulatory Authority (FINRA)/U.S. Securities
and Exchange Commission (SEC) compliance (National Association of Securities Dealers [NASD]/SEC), etc.

6. Courses that are primarily intended to impart knowledge of specific products of specific insurers
7. Customer service
8. General management training
9. Goal setting
10. Health/stress/exercise management
11. Marketing/telemarketing
12. Motivational training
13. Company and vendor-specific product launches
14. Office skills or equipment or procedures
15. Organizational procedures and internal policies of an individual insurer
16. Personal improvement
17. Prospecting
18. Psychology
19. Relationship building
20. Restoration – promoting products or services
21. Sales training
22. Service standards or service vendors
23. Time management

Other topics or courses not related to insurance knowledge or competence of the licensee.

Attachment D

(subject to future modification)

Instructor Approval

Instructor Qualifications

1. A college degree from an accredited institution of higher learning with a major in
2. insurance; or
3. A professional designation of CLU or CPCU or similar designation from an industry
4. association; or
5. Three (3) or more years of practical experience in the subject matter being taught or monitored; and
6. A qualified instructor shall not have been subject to any order of revocation, suspension or other formal disciplinary action in any state.

****************** END OF SCOPE OF WORK ********************

B. TECHNICAL MANDATORY SPECIFICATIONS

1. Organizational Experience

The Offeror must submit a narrative that describes each of the following:

a) Relevant expertise with professional licensing CE approvals, reviews and audits for producer licensing candidates. 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 working with producer licensing.

b) Level of familiarity. Provide a list of other states you have provided similar services in.

2. **Project Plan and Implementation**

   a. Describe your company's standards, policy and procedures for the implementation of course audits.
   b. Provide a draft of the policies, procedures, forms and instructions that reflect the required CE Standards for applicants to apply for provider approval, instructor approval and course approval.
   c. Provide a draft of approval form for a provider and instructor application.
   d. Provide a draft of the notification to a Provider that the course was not approved due to deficiencies as required in section 2.2.7 of the scope of work.
   e. Provide procedures you currently have in place to employ and/or subcontract staff that have the requisite knowledge, skills and abilities to competently review, evaluate, and make a sound decision for this process.
   f. Describe how you will develop and maintain a course offering system as described in 2.5 of the Scope of Work.
   g. Describe how you will provide the information for an internet web site as described in 2.6 of the Scope of Work.
   h. Describe and provide information on how you will monitor and audit the approved courses and approved providers as described in 2.7 of the Scope of Work.
   i. Provide an example of the reports that are required as described in 2.9 of the Scope of Work.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

N/A

2. Performance Surety Bond

N/A

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

4. Campaign Contribution Disclosure Form

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

5. Oral Presentation

N/A

6. New Mexico / Native American Resident Preference (if applicable)

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

7. Cost

Offerors must complete the Cost Response Form in **APPENDIX D**. Cost will be measured by completion of an unaltered Cost Response Form in APPENDIX D. All amounts represented in the cost proposal will be considered as "not to exceed" amounts. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \quad \text{X} \quad 200 \text{ Points}$$

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	
B. 1. Organizational Experience	400
B. 2. Project Plan and Implementation	400
C. Business Specifications	
C.1. Financial Stability	N/A
C.2. Performance Surety Bond	N/A
C.3. Letter Of Transmittal	Pass / Fail
C.4. Campaign Contribution Disclosure Form	Pass / Fail
C. 5. Oral Presentations	N/A
C.6. Cost	200
TOTAL POINTS AVAILABLE	**1,000**
C.7. New Mexico / Native American Resident Preference	**80**
C.7. New Mexico / Native American Resident Veteran Preference Points per Section IV C.7	**100**

1. EVALUATION FACTORS

1. B.1 Organizational Experience

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Offeror must provide a narrative to each section:

a) Relevant experience (up to 200 points)
b) Level of familiarity (up to 200 points)

Points will be awarded to each section up to the maximum points outlined in the Evaluation Point Summary. Lack of a response will be awarded zero (0) points.

2. B.2 Project Plan and Implementation

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section:

a) Company Standards, policy and procedures (up to 50 points)

b) Draft of Policy and Procedures (up to 10 points)
c) Draft of Approval Form (up to 10 points)
d) Draft of Notification to a Provider (up to 20 points)
e) Procedures to employ staff (up to 120 points)
f) Develop and maintain course offerings (up to 50 points)
g) Provide information for a website (up to 50 points)
h) Monitor and auditing (up to 70 points)
i) Example of Reports (up to 20 points)

Points will be awarded to each section up to the maximum points outlined in the Evaluation Point Summary. Lack of a response will be awarded zero (0) points.

3. **C.1 Financial Stability (See Table 1)**
   N/A

4. **C.2 Performance Bond (See Table 1)**
   N/A

5. **C.3 Letter of Transmittal (See Table 1)**
   Pass/Fail only. No points assigned.

6. **C.4 Campaign Contribution Disclosure Form (See Table 1)**
   Pass/Fail only. No points assigned.

7. **C.5 Oral Presentation (See Table 1)**
   N/A

8. **C.6 Cost (See Table 1)**

   The evaluation of each Offeror's cost proposal will be conducted by the completion of **Appendix D** and by using the following formula:

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

9. New Mexico Native American Resident Preferences

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

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

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or

Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

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

C. EVALUATION PROCESS

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

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.6.

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 will 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.10). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Continuing Education Coordinator
RFP No. 2025-0001

This Acknowledgement of Receipt Form should be signed and submitted **no later than 3:00 pm** MST/MDT on **January 21, 2025, by Procurement Manager**. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with **APPENDIX E**

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: ____

CONTACT NAME: ____

TITLE: ________________________________ PHONE NO.: ____________________

EMAIL: ____

ADDRESS: ____

CITY: __________________________ STATE: ________ ZIP CODE: _____________

Submit Acknowledgement of Receipt Form to:
Michelle Montoya, OSI CPO/Procurement Manager
Email: michelle.montoya@osi.nm.gov
Email Subject Line: RFP # 2025-0001 Continuing Education Coordinator

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) : <u>Governor Michelle Lujan-Grisham and Lieutenant Governor Howie Morales.</u>

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

SAMPLE CONTRACT

The Contract Template included in this Appendix C represents the contract the Agency intends to use to make an award.

The State of New Mexico and the Agency reserve the right to modify the contract prior to, or during, the award process, as necessary.

STATE OF NEW MEXICO

Office of the Superintendent of Insurance

PROFESSIONAL SERVICES CONTRACT

 # xx-xxx-xxx

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **OFFICE OF SUPERINTENDENT OF INSURANCE**, ("Superintendent" or "OSI"), and **XXX** ("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).

1. Scope of Work.

The Contractor shall perform the following work:

<< Refer to SOW from RFP>>>

2. Compensation.

A. The agency shall pay the Contractor for services satisfactorily performed for services, including gross receipts tax. **The total amount payable under this Agreement, including gross receipt tax shall not exceed ($XXX.00) This amount is a maximum and not a guarantee that the work assigned to be performed under this Agreement shall equal the amount stated herein. The Parties do not intend to continue to provide Services without compensation when the total compensation amount is reached. The Contractor is responsible for notifying the OSI 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 services, in excess of the total compensation amount being provided.**

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

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

3. Term.

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

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

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

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for Violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers' Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

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

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

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

22. Invalid Term or Condition.

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

23. Invalid Term or Condition.

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: Victoria Baca
NM Office of Superintendent of Insurance
P O Box 1689
Santa Fe, New Mexico 87504-1689
victoria.baca@osi.nm.gov

To Contractor: XXXXX

25. Authority.

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

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

By: ___________________________________ Date: ________________________

Alice T Kane, Superintendent, or designee
Office of Superintendent of Insurance

By: ___________________________________ Date: ________________________

Stephen Thies, General Counsel
Certifying legal sufficiency

By: ___________________________________ Date:________________________

Amelia Saiz, Chief Financial Officer
Office of Superintendent of Insurance

By: ___________________________________ Date: ________________________

XXX, Contractor

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

ID Number: XX-XXXXXX-XXX

By: ___________________________________ Date:_____________

Taxation and Revenue Department

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

By: ___________________________________ Date:_____________

GSD/SPD Contracts Review Bureau

APPENDIX D

COST RESPONSE FORM

<u>RFP No. 2025-0001</u>
<u>Continuing Education Coordinator</u>

ORGANIZATION NAME :____

The cost response shall include all charges whatsoever that the Contractor intends to charge OSI for providing the services specified in the Scope of Work, including New Mexico gross receipts taxes.

Each Fiscal year will follow the State Fiscal year cycle from July 1st – June 30th.

OSI shall not pay for any other services that are not defined in the table below.

Description of Costs	Justification Summary

Provide the Fee for Service to audit a single course: $_______________

Total amount proposed / requested $_________ / year times four years: $____________

Signature ______________________________
Name ______________________________
Title ______________________________
Date ______________________________

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!
(N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 2025-0001 Continuing Education Coordinator

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

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM BTIN (CRS) #	

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			
Email			
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.*)