STATE OF NEW MEXICO

OFFICE OF SUPERINTENDENT OF INSURANCE

REQUEST FOR PROPOSALS (RFP)

Develop and Administer Licensing Examination Testing for the State of New Mexico Specific to Insurance Law

NEW MEXICO | OFFICE OF SUPERINTENDENT OF INSURANCE

REQUEST FOR PROPOSALS (RFP)

RFP#: 2027-0010

RFP Release Date: November 4, 2026

Proposal Due Date: December 1, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals, through competitive negotiation, for the establishment of a contract to provide development and administration of licensing examinations for the State of New Mexico. These examinations must evaluate applicants' knowledge of insurance law, industry practices, licensee duties and responsibilities, and overall professional competency. The Office of the Superintendent of Insurance (OSI) seeks proposals from qualified and experienced offerors that demonstrate a proven record of excellence in delivering licensing examination services.

B. BACKGROUND INFORMATION

The Office of Superintendent of Insurance was created on July 1, 2013, pursuant to the passage of Constitutional Amendment 4 during the 2012 General Election and the subsequent enactment of House Bill 45 (Laws of 2013, Chapter 74) from the 1st Session of the 51st Legislature. These actions removed the insurance regulatory function from the Public Regulation Commission (where it was housed as the "Insurance Division") and placed it in a newly created adjunct state agency entitled the "Office of Superintendent of Insurance". The enabling legislation also created an Insurance Nominating Committee to appoint the Superintendent of Insurance. The agency consists of the following Programs:

- Office of General Counsel
- Life & Health Division
- Consumers Services Division
- Licensing Division
- Compliance Division
- Administrative Services Division
- Property & Casualty Division

C. SCOPE OF PROCUREMENT

As prescribed by the New Mexico Insurance Code, NMSA 1978, Section 59A-1-1 et seq., Contractor shall develop and administer licensing examinations for the Superintendent that test an applicant's knowledge of specific areas of insurance law and practice, a licensee's duties and responsibilities, and general competence.

The award under this RFP will be between the two parties (awarded Offeror and OSI); the procurement may ONLY be used by those two parties exclusively. 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

NO public funds are associated with this award therefore, NO PO will be issued for the following reason: **"The Agency (OSI) is not responsible for any expenses, services, or taxes incurred by the Contractor in performing services under this Agreement.** The exam fee is paid by the candidate taking the exam and paid directly to the Contractor, and that is the sole source of the Contractor's compensation under this contract.

No state funds are expended under this contract therefore; no New Mexico gross receipts tax will be levied on services.

In-state Contracts and Out-of-state Contracts **must** be registered with the State of New Mexico Taxation and Revenue Department and must pay Gross Receipt Tax.

How to Apply for a New Mexico Business Tax Identification Number (BTIN)

You can apply for a **Business Tax Identification Number Online** at our website here.

D. PROCUREMENT MANAGER

OSI has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, telephone number 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
Telephone: (505) 695-8158

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.1 for instructions.**

F. DEFINITION OF TERMINOLOGY

"**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.

"**Most Advantageous"** means the proposals may or may not have received the most points, but **must** meet all the mandatory specifications of this Request for Proposal.

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

"**Pass / Fail"** Pass means you meet the specification and a failure means you are disqualified.

"**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.

"**Purchase Order"** means the document issued by the state purchasing agent or a central purchasing office that directs a contractor to deliver items of tangible personal property, services or construction**. For the purpose of this RFP,** NO public funds are associated with this award

therefore, NO PO will be issued for the following reason: **"The Agency (OSI) is not responsible for any expenses, services, or taxes incurred by the Contractor in performing services under this Agreement.** The exam fee is paid by the candidate taking the exam and paid directly to the Contractor, and that is the sole source of the Contractor's compensation under this contract.

"**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

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	11/4/2026
2. Acknowledgement of Receipt Form	Potential Offerors	11/10/2026
3. Deadline to submit Written Questions	Potential Offerors	11/10/2026
4. Response to Written Questions	OSI	11/13/2026
5. Submission of Proposal	***Potential Offerors***	**12/1/2026**
6. Proposal Evaluation	Evaluation Committee	12/2/2026 - 12/8/2026
7. Selection of Finalists	Evaluation Committee	12/9/2026
8. Best and Final Offers	Finalist Offerors	12/9/2026 - 12/10/2026
9. Oral Presentation	TBD	TBD
10. Finalize Contract Agreement	OSI / Finalist Offerors	12/11/2026 -12/21/2026
11. Contract Awards	OSI / Finalist Offerors	12/22/2026 -12/31/2026
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 osi-rfp@state.nm.us
Refer to Section III.B.1 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. Oral Presentations if any will be determined at this time.

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

8. Best and Final Offers

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

9. Oral Presentation

Finalist Offerors, as selected per Section II.B.7 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be

required to make their presentations through electronic means (Microsoft Teams, Zoom, etc.). The Agency will provide Finalist Offerors with an agenda and applicable details (such as, scheduled presentation date and time, time limits, etc.); including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

The Evaluation Committee will convene for presentations from finalist Offerors related to the Offeror's quotations and proposals. The Evaluation Committee may also ask limited questions and seek clarification regarding aspects of the Offeror's quotations and proposals. ***This session is not and should not be interpreted as an invitation or opportunity to make revisions to any quotation or proposal.***

10. Finalize Contract Agreement

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 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be 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 D.**

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

The use of subcontractors is 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 New Mexico Office of the State Auditor and contain the terms and conditions set forth in the Sample Contract **Appendix C.** However, the Agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample 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 Sample 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 Sample 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 Sample 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 D)**, 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 (1) proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses:

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

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 Procurement Manager/ CPO. Confidential information must adhere to the requirements of Section II.C.8 and must be submitted pursuant to Section II.B.5.

Proposal must be submitted in the manner outlined below. The Technical portions of Offerors proposal must be prominently identified as "Technical Proposalon the front page of each upload.

Proposals must be submitted in the manner outlined below. The Technical Proposal of Offerors proposal must be submitted and must be prominently identified as "Technical 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**. *EXCEPTION: Single electronic files that exceed 20mb may be submitted as multiple Emails, which must be the least number of Emails necessary to fall under the 20mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

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

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

Cost Proposal – Under this RFP, Offeror's are not required to submit a Cost Response as there will be NO public funds associated with this award therefore, NO PO will be issued for the following reason: **"The Agency (OSI) is not responsible for any expenses, services, or taxes incurred by the Contractor in performing services under this Agreement.** The exam fee is paid by the candidate taking the exam and will be paid directly to the Contractor, and that is the sole source of the Contractor's compensation under this contract.

No state funds are expended under this contract therefore; no New Mexico gross receipts tax will be levied on services.

For technical support issues contact the Procurement Manager.

C. PROPOSAL FORMAT

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

All proposals must be submitted as follows:

- Proposal must be typewritten on standard 8 ½ x 11inch 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.
- Response to Technical Mandatory Specifications is limited to a 20-page limit.

Electronic copies must be typewritten. 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 Disclosure Form
C. Table of Contents
D. Response to Contract Terms and Conditions (from Section II.C.15)
E. Offeror's Additional Terms and Conditions (from Section II.C.16)
F. **Response to Specifications**
    1. Organizational Experience
    2. Organizational References (Optional: Offeror may include a list of its references)
    3. Mandatory Specifications
        a) Testing Centers and Exam Supervisors
        b) Exam Development
        c) Exam Questions and Scores
        d) Application Process
        e) Exam Schedules
        f) Handbook
        g) Reports
    4. New Mexico/Native American Resident Preferences (if applicable)
G. Sample of an already developed and published handbook (if applicable)

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

1. The Contractor shall, under the direction of the Superintendent, develop and administer the licensing examinations identified in this Detailed Scope of Work in accordance with applicable New Mexico statutes and rules. Each examination shall assess an applicant's knowledge required for the applicable license type, including relevant insurance subject matter, the duties and responsibilities of the licensee, and applicable New Mexico insurance laws and regulations.

2. The Contractor shall offer each examination listed in Section IV.A.13 on multiple dates throughout each calendar month at each center listed in Section IV.A.15. The Contractor shall submit examination schedules to the Superintendent for approval and publish the approved schedules online with links to register electronically and provide the phone number for telephone registrations.

3. Each exam must be made available for additional occurrences in highly populated areas or if warranted by demand. The exam schedules are set by the Contractor and approved by the Superintendent. Contractor shall publish the schedule online and shall include links from the schedule to the electronic registration.
4. Job Analysis and Content Outlines; For each examination, the Contractor shall conduct and document a job analysis identifying the duties, tasks, and knowledge expected of a minimally competent, entry level licensee for the applicable license type and/or line of authority. The analysis shall consider nationally applicable insurance practices and include a New Mexico specific review of the New Mexico Insurance Code, rules promulgated by the Superintendent, and other applicable laws and regulations. The Contractor shall submit its methodology, sources, subject matter expert input, and proposed examination content outlines to OSI for review and approval.

5. Examination Content. Each test item shall map to a topic in the OSI approved content outline for the applicable examination. Each examination, considered as a whole, shall adequately assess the knowledge required for the applicable license type, including the duties and responsibilities of a licensee and relevant insurance laws and regulations. The Contractor shall maintain a system to track each candidate's examination history and enforce the retake requirements in Section 59A-11-6(E) NMSA 1978, including preventing an individual who has failed the same examination four times from taking that examination again until six months have elapsed from the date of the last failed examination. The Contractor shall make records of examination attempts and any applicable retake restriction available to the Superintendent upon request.

6. Annual Review and Approval; At least once each year, and sooner when changes in law, regulation, or insurance practices may affect examination content, the Contractor shall review and validate each examination's job analysis, OSI approved content outline, question bank, and exam forms. The Contractor shall verify that each question and answer is accurate, relevant, clear, and aligned with the approved content outline. The Contractor

shall submit the results of each annual review and any proposed revisions to the Superintendent for review and approval. Each examination, as a whole, and any revised questions or exam forms must be approved by the Superintendent before use.

7. All state-specific questions developed by Contractor pursuant to this contract shall become the property of OSI and the State.

8. Question Bank and Exam Forms; The Contractor shall develop and maintain a secure question bank for each examination with enough validated questions to create multiple alternate exam forms while maintaining adequate coverage of the OSI approved content outline. Each form must be non-identical and provide comparable content coverage and level of difficulty. For each administration, the Contractor shall select questions using a documented method that follows the approved content outline and is designed to protect exam security. The Contractor shall submit its question selection and exam form assembly methods to the Superintendent for review and approval before use. The Contractor shall monitor question exposure and performance and address any needed revisions through the annual review required under Section IV.A.6.

9. Upon receipt of a registration, the Contractor shall immediately acknowledge receipt. Within five (5) business days, the Contractor shall notify the candidate whether the registration is complete and accepted. If the candidate has selected an examination appointment, the notice shall confirm the examination date, time, and location or provide remote testing instructions. If the registration is incomplete or the candidate must take further action to schedule an examination, the notice shall explain the next steps.

10. Contractor shall collect an examination fee pursuant to NMSA 1978, Sections 59A-6-1, 59A-11-6(J), and 59A-11-6(K).

11. Contractor shall accept major credit cards, debit cards, and checks, as payment of the
    a. examination fee at the time of registration. Contractor shall collect all approved examination fees for first time and retake candidates at or prior to time of the exam registration.
    b. **NOTE**: Contractor's compensation is limited solely to fees collected in this manner. The State will not provide any additional compensation to Contractor subject to the terms of the contract.

12. Contractor shall administer exams in English or Spanish, as requested by the examinee.

13. Contractor shall administer the following insurance exams:
    a. life insurance producer;
    b. accident and health or sickness insurance producer;
    c. life, accident and health or sickness insurance producer;
    d. property insurance producer;
    e. casualty insurance producer;
    f. property, and casualty insurance producer;
    g. Title with Escrow

h. Title Escrow only
i. Title only
j. bail;
    i. l. consultant's life and health;
    ii. m. consultant's property and casualty
    iii. o. personal lines insurance producer;
    iv. p. independent and staff adjuster P/C and W/C;
    v. q. independent and staff adjuster P/C excluding Workers Compensation
    vi. r. independent and staff adjuster Public Entity and
    vii. s. public adjuster

14. Contractor shall develop any other licensing examination in response to statutory or regulatory changes or as otherwise requested and approved by the Superintendent during the terms of the Contract.

15. Contractor shall establish at minimum, five (5) ADA–compliant New Mexico-based test centers at no cost to OSI or the State. These test centers shall be located in Albuquerque, Santa Fe, Roswell, Las Cruces, and Farmington, or additional sites approved by the Superintendent. Seating capacity and hours of operations for each test center shall be approved by the Superintendent. Each test center shall be under the supervision of Contractor's certified Test Center Administrators at all times during exam administration. Contractor shall safely secure examination questions prior to test administration and following the examination.

16. Within thirty (30) calendar days after contract award, the Contractor shall submit to the Superintendent for approval a detailed implementation and transition plan. The plan shall identify tasks, responsible parties, dependencies, testing and validation activities, training, data or system migration, and proposed activation dates for each examination and related service. The Contractor shall not activate any examination or related service until the Superintendent has approved the applicable implementation milestones and confirmed readiness to proceed. The Contractor shall provide written progress reports at least monthly and promptly notify the Superintendent of any issue that may affect the approved schedule, together with a proposed corrective action. The Contractor shall complete implementation and make the services operational according to the schedule approved by the Superintendent.

17. Contractor shall develop, print, and distribute a comprehensive handbook for applicants, the Superintendent, and any other interested party, and make the handbook available by mail or electronic download at no additional charge. Contractor shall work with the Superintendent to determine the handbook's specifications, which shall include, at a minimum: exam requirements, exam registration information, test site locations, a summary of topics that may be covered for each exam, scoring procedures, re-examination requirements, contact information, procedures for requesting ADA accommodation, and other information that may be helpful for applicants. The Superintendent will conduct the final review and approval of the handbook prior to its printing and distribution. Contractor shall submit the handbook to OSI for final approval at least thirty (30) days prior to administration of the first exam, and then annually thereafter.

18. Contractor shall provide remote testing services or RTS to OSI for candidates located in New Mexico. RTS shall mean the activities and work performed by Contractor to provide test registration and scheduling, test delivery, and test results processing for a computer-based test proctored remotely via webcam and audio by Contractor and delivered online to a test candidate enabling test candidates to use their own personal computer equipment. Contractor shall administer standard exit surveys to all candidates at the end of the exam. The survey information shall be used by Contractor to maintain a high level of customer service provided to the candidates. Contractor shall include questions in the survey as directed by the Superintendent. Contractor shall provide the results, including any complaints contained in the exit surveys, to the Superintendent, in the format, medium, and frequency acceptable to the Superintendent.

19. Following an examination, Contractor shall score all exams in a fair, impartial and nondiscriminatory manner using a consistent scoring process. Contractor shall not pass a candidate unless the candidate receives a grade of at least seventy percent (70%) on the examination, pursuant to NMSA 1978, Section 59A-11-6(D). Contractor shall print and distribute passing and failing score reports at the test sites to each candidate who takes an examination before the candidate leaves the test center. The score report shall indicate pass or fail and provide information about retaking an exam for any candidates who fail the exam.

20. Within one (1) business day of the completion of the examination, Contractor shall provide examination data to the Superintendent and the National Insurance Producer Registry ("NIPR") in a secure electronic format designated by the Superintendent; including, but not limited to, exam date, applicant names, scores, exams taken, photographs, social security numbers and dates of birth. Contractor shall report exam scores in compliance with requirements for electronic transfer of information using NAIC's State Based Systems (SBS) or as otherwise directed by the Superintendent.

21. Contractor shall produce and maintain reports as specified by the Superintendent for online review and printing in the format, medium, and frequency acceptable to and accessible by the Superintendent. Contractor shall provide a report upon request that includes the fees collected by Contractor from candidates, in the format, medium, and frequency acceptable to and accessible by the Superintendent.

22. Contractor shall generate and provide OSI with on-line access to regular quarterly statistical reports that include the number of registrants, exams given, passes, failures, retests and psychometric exam statistics necessary to measure the performance of the exams, and other data requested by the Superintendent in the format, medium, and frequency acceptable to the Superintendent. These reports shall include accurate score accounting and reporting, including pass/fail ratios by exam type.

23. Contractor shall provide pass/fail scores to the NAIC within thirty (30) days of the request.

24. In coordination with the Superintendent, Contractor shall conduct Examination Development Workshops at Contractor's expense, either via webinar or in person in New Mexico, at least annually to review and update content outlines; review, modify or write materials as necessary for each examination level; assign levels of difficulty to new items; create exam forms; and perform any additional tasks required to create and maintain the examinations.

25. Contractor does not have to maintain an administrative office in New Mexico; however, the Contractor shall provide a contact available via toll-free telephone and email address during regular business hours (8:00a.m. to 5:00p.m. Mountain Time, Monday through Friday) to handle miscellaneous requests from applicants or the Superintendent.

26. Contractor is required to provide expert testimony in an administrative hearing if called to do so by the Superintendent of Insurance or designee of the Superintendent of Insurance.

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

B. TECHNICAL SPECIFICATIONS

The Offeror shall provide a written response to each Technical Specification listed below, and the answer must correlate to the specification criteria. Failure to do so can result in a point reduction. The offeror must provide a written response to the Mandatory Specification failure to do so can result in the proposal being deemed non-responsive and can be rejected on that basis or will result in disqualification of their proposal.

Offerors shall respond in the form of a thorough narrative to each specification, unless otherwise instructed.

The proposal narrative shall not be more than twenty (20) pages in length; this excludes a sample of the handbook portion of the proposal.

1. Organizational Experience

Offeror **must**:

a) Provide a brief description of relevant corporate experience with state government and private sector. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a developer and administrator for Licensing Examination Testing specific to Insurance Law.

b) Provide the following information regarding the Offeror's organization:
   i. Size of the firm or business entity;
   ii. Primary office location;
   iii. Number and types of professional staff available for this engagement, including full-time and part-time personnel;

c) Describe at two project successes and two project failures of development and administering licensing examination testing specific to Insurance law engagement.

Specify if you have worked with the State of New Mexico, Office of the Superintendent of Insurance within the past five (5) years in prior engagements. Include how each experience improved the Offeror's services.

d) Identify all personnel proposed for this engagement, including executive leadership, project managers/supervisors, scheduling managers, test developers, test proctors, and any other specialists or subject matter experts.

For each individual, provide at a minimum:

i. Full name;
ii. Highest educational degree and relevant professional certifications or licenses;
iii. Current position/title within the organization;
iv. Total years with the organization and total years of relevant professional experience;
v. Areas of expertise and specific experience relevant to the scope of this contract.

2. Organizational References

Three (3) external references from similar projects/programs, performed for private, state, or large local government clients within the last three (3) years should be received by the designee identified on APPENDIX E, Organizational Reference Questionnaire ("Questionnaire"). Any submitted references must be received by the deadline stated on APPENDIX E. OSI STAFF IS PROHIBITED TO PROVIDE A REFERENCE FOR THIS RFP.

The references to whom the Offeror provides the Questionnaire **must submit the Questionnaire directly to the designee identified on APPENDIX E. <u>The references must not return the completed Questionnaire to the Offeror.</u>** It is the Offeror's responsibility to ensure the completed Questionnaires are submitted **<u>on or before the deadline</u> stated on APPENDIX E. <u>NO LATE QUESTIONNAIRES CAN BE ACCEPTED.</u>**

Offerors are encouraged to request that their chosen references provide detailed and informative comments.

The Offeror, itself, does not need to submit anything for this Specification in its proposal. The Offeror may, if it chooses, include a list of all organizations to whom Offeror sent the Organizational Reference Questionnaire (APPENDIX E).

3. Mandatory Specification

A. **Testing Centers and Exam Supervisors**

Offeror must describe how test centers will be established in this state and identify the person(s) who will make those arrangements.
The narrative must include:

i. A general description of how each testing center will be operated, and how site supervisors will be employed and trained to conduct training sessions.
ii. Provide examples of the supervisory training materials and test-day instructions for the site supervisor to examinees, include a description of how you will address supervision of examinees during the testing session.
iii. How arrangements will be made for equipment to be used for electronic testing and for furnishing the testing centers;
iv. How a request for an Americans with Disabilities (ADA) accommodations will be managed to comply with the ADA Act;
v. How testing equipment and materials will be safely secured for each site.

B. **Exam Development**

The Offeror shall describe its methodology and capacity to develop, validate, maintain, and implement the examinations required by the Detailed Scope of Work.

The response shall address:

i. Describe how the Offeror will conduct and document job analysis and develop examination outlines that reflect applicable national practices and New Mexico insurance laws, rules, and other relevant requirements.

ii. Describe the qualifications of the personnel and subject matter experts who will develop and review examination questions, including their relevant academic or professional experience and training.

iii. Describe how the Offeror will build and maintain a secure question bank with enough validated questions to generate multiple non-identical forms for each examination. Explain how each form will provide comparable coverage and difficulty and how question exposure and performance will be monitored.

iv. Describe how the Offeror will review and validate the job analysis, examination outlines, question bank, and examination forms annually, and how it will submit findings and proposed revisions to the Superintendent for review and approval.

v. Explain how the Offeror will ensure that examination questions accurately reflect New Mexico insurance laws, rules, and other applicable requirements, and how it will address legal or regulatory changes during the contract term.

vi. Provide a proposed implementation and transition approach, including major activities, dependencies, testing and validation, training, data or system migration, and proposed milestones. The plan should identify the information or decisions required from OSI and describe how the Offeror will report progress, identify delays, and recommend corrective actions.

Final implementation dates and milestones will be established in coordination with OSI after contract award.

C. **Questions and Scoring**

The Offeror shall describe how it will create, secure, select, score, and report examination questions and results.

The response shall address:

i. Provide an estimated number of questions to be developed for each required examination. Describe how questions will be selected to create multiple non-identical exam forms with comparable content coverage and difficulty.

ii. Describe the procedures used to validate questions, protect the question bank and exam forms from unauthorized access or disclosure, monitor question exposure and performance, and address compromised or outdated questions.

iii. Describe who will score examinations and the process used to ensure scoring is consistent, fair, and impartial. Explain how the passing score will be applied.

iv. Provide a sample score report and describe when and how candidates will receive their results, including information provided to candidates who do not pass.

v. Describe how examination results and associated candidate data will be reported securely to OSI and transmitted to NIPR within the timeframes required by the Detailed Scope of Work. Explain how the Offeror will monitor transmission status, resolve failed or delayed transmissions, and provide confirmation of successful transmission.

vi. Describe how the Offeror will track a candidate's examination history and apply any retake restrictions required by law, including the restriction in Section 59A-11-6(E) NMSA 1978.

D. **Application Process**

The Offeror shall describe how candidates will register for examinations and how the Offeror will process and communicate registration status.

The response shall address:

i. Provide a sample online registration form and describe how candidates may register, select an examination, choose an available appointment, and submit required information.

ii. Describe how the Offeror will acknowledge receipt of a registration, notify candidates whether their registration is complete, and communicate appointment details or any steps needed to complete the registration.

iii. Describe how candidates will pay examination fees, including the accepted payment methods, when payment is collected, and how payments, refunds, cancellations, and retake fees are handled. Provide a statement confirming the Offeror can securely process and account for candidate payments.

iv. Demonstrate how the registration process allows applicants to request an accommodation and describe how accommodation requests will be reviewed, coordinated, and communicated to candidates.

v. Describe how a candidate may register for remote testing, including technical and identification requirements, scheduling, candidate support, security procedures, and accommodation handling.

E. **Exam Schedule**

The Offeror shall describe how it will develop, maintain, and publicize examination schedules in accordance with the Detailed Scope of Work.
The response shall include:

i. A sample examination schedule showing examinations offered on multiple dates throughout each calendar month at each required test center.

ii. The process for submitting schedules to the Superintendent for approval and publishing approved schedules online.

iii. How candidates will access the schedule and register for an examination, including the link from each published schedule to the electronic application.

iv. How the Offeror will notify candidates and OSI of schedule changes, cancellations, or other disruptions.

F. **Handbook**

The Offeror shall describe how it will develop, maintain, and distribute the candidate handbook required by the Detailed Scope of Work.
The response shall include:

i. A sample handbook or relevant sample sections from a handbook developed for another client.

ii. The process for preparing and submitting the handbook to the Superintendent for review and approval before publication.

iii. How the Offeror will keep the handbook current, including updating it annually and when examination or licensing requirements change.

iv. How candidates will access the handbook, including any available electronic and print formats and associated charges.

v. How the Offeror will ensure the handbook accurately explains examination registration and scheduling, test locations and remote testing services, exam content outlines, scoring, retesting, identification requirements, accommodations, and candidate support contacts.

G. **Reports**
The response shall include:

i. Describe how you will generate reports both on a regular schedule and on an ad hoc basis.
ii. Provide samples of the reports that have been prepared for prior clients. In the absence of a sample of existing reports, the Offeror shall submit mocked up sample reports.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

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

2. 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.**

3. Oral Presentation

If oral presentations are held, finalist Offeror(s) may be required to demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.9, Oral Presentations may be held at the sole discretion of the Evaluation Committee.

4. New Mexico / Native American Resident Preference

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

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Table 1: Evaluation Point Summary:

Evaluation Factors *(Correspond to Sections IV.B and IV.C)*	**Points Available**
B. Technical Specifications	
B.1 Organizational Experience	125
B.2 Organizational References	100
B.3 Mandatory Specifications	225
C. Business Specifications	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Oral Presentation	50
TOTAL POINTS AVAILABLE	**500**
C.4. A. New Mexico / Native American Resident Preference (if applicable)	**8% of total points**
C.4. B. New Mexico / Native American Resident Veteran Preference (if Applicable)	**10% of total points**

B. EVALUATION FACTORS

Proposals will be scored based upon the thoroughness and clarity of their response of the engagements cited, and the depth, breadth, and value of the response to the requirements set forth.

1. B.1 Organizational Experience

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

2. B.2. Organizational References

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes

of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

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

3. B. 3. Mandatory Specifications

Points will be awarded based on the thoroughness, clarity, completeness, and responsiveness of the Offeror's proposed approach to meeting the Mandatory Specifications. Offerors must demonstrate their ability to successfully perform the required services and address each of the following areas:

Testing Centers and Exam Supervisors: The Offeror's approach to operating and managing testing centers, providing qualified exam supervisors, and providing requested accommodations, including the five areas identified in the specification.

Exam Development: The Offeror's approach to developing and preparing examinations applicable to State of New Mexico insurance law and safeguarding examination materials, including the six areas identified in the specification.

Exam Questions and Scores: The Offeror's process for scoring examinations and reporting results to OSI, including the quality, clarity, and usability of the sample report provided.

Application Process: The Offeror's registration and payment processes for Examinees, including the accessibility and functionality of the proposed process and the sample registration form provided.

Exam Schedules: The Offeror's approach to developing, maintaining, and publicizing examination schedules; ensuring adequate examination availability; obtaining Superintendent approval; facilitating candidate registration; and communicating schedule changes, cancellations, or disruptions to candidates and OSI.

Handbook: The Offeror's approach to developing, maintaining, and distributing the candidate handbook, including the sample handbook provided; Superintendent review and approval; maintenance of current information; candidate accessibility; and the completeness and accuracy of examination and licensing information.

Reports: The Offeror's process for generating and providing required reports and the quality, clarity, completeness, relevance, and usability of the sample or mocked-up reports provided.

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

5. **C.2 Campaign Contribution Disclosure Form (See Table 1)**
   Pass/Fail only. No points assigned.

6. **C.3 Oral Presentation (See Table 1)**
   Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

7. **C.4. 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. 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

REQUEST FOR PROPOSAL

Develop and Administer Licensing Examination Testing for the State of New Mexico specific to Insurance Law

RFP #: 2027-0010

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 3:00 pm MST/MDT on November 10, 2026.

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

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Michelle Montoya Procurement Manager
Email: michelle.montoya@osi.nm.gov
Subject Line: RFP # 2027-0010, Acknowledgement of Receipt, <enter your company name>

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): Current Governor of New Mexico and the Lieutenant Governor.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

☐ 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:

Contribution Made By:

_____

Relation to Prospective Contractor:

_____

Name of Applicable Public Official:

_____

Date Contribution(s) Made:

_____

Amount(s) of Contribution(s): _____

Purpose of Contribution(s): _____

(attach extra pages if necessary)

_____	_____	_____
Signature	Title (position)	Date

— **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	Title (position)	Date

APPENDIX C

SAMPLE CONTRACT

The Agreement 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 SUPERINTENDENT OF INSURANCE
PROFESSIONAL SERVICES CONTRACT # 27-440-XXXXX

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

1. The Contractor shall, under the direction of the Superintendent, develop and administer the licensing examinations identified in this Detailed Scope of Work in accordance with applicable New Mexico statutes and rules. Each examination shall assess an applicant's knowledge required for the applicable license type, including relevant insurance subject matter, the duties and responsibilities of the licensee, and applicable New Mexico insurance laws and regulations.

2. The Contractor shall offer each examination listed in Section IV.A.13 on multiple dates throughout each calendar month at each center listed in Section IV.A.15. The Contractor shall submit examination schedules to the Superintendent for approval and publish the approved schedules online with links to register electronically and provide the phone number for telephone registrations.

3. Each exam must be made available for additional occurrences in highly populated areas or if warranted by demand. The exam schedules are set by the Contractor and approved by the Superintendent. Contractor shall publish the schedule online and shall include links from the schedule to the electronic registration.

4. Job Analysis and Content Outlines; For each examination, the Contractor shall conduct and document a job analysis identifying the duties, tasks, and knowledge expected of a minimally competent, entry level licensee for the applicable license type and/or line of authority. The analysis shall consider nationally applicable insurance practices and include a New Mexico specific review of the New Mexico Insurance Code, rules promulgated by the Superintendent, and other applicable laws and regulations. The Contractor shall submit its methodology, sources, subject matter expert input, and proposed examination content outlines to OSI for review and approval.

5. Examination Content. Each test item shall map to a topic in the OSI approved content outline for the applicable examination. Each examination, considered as a whole, shall adequately assess the knowledge required for the applicable license type, including the duties and responsibilities of a licensee and relevant insurance laws and regulations. The

Contractor shall maintain a system to track each candidate's examination history and enforce the retake requirements in Section 59A-11-6(E) NMSA 1978, including preventing an individual who has failed the same examination four times from taking that examination again until six months have elapsed from the date of the last failed examination. The Contractor shall make records of examination attempts and any applicable retake restriction available to the Superintendent upon request.

6. Annual Review and Approval; At least once each year, and sooner when changes in law, regulation, or insurance practices may affect examination content, the Contractor shall review and validate each examination's job analysis, OSI approved content outline, question bank, and exam forms. The Contractor shall verify that each question and answer is accurate, relevant, clear, and aligned with the approved content outline. The Contractor shall submit the results of each annual review and any proposed revisions to the Superintendent for review and approval. Each examination, as a whole, and any revised questions or exam forms must be approved by the Superintendent before use.

7. All state-specific questions developed by Contractor pursuant to this contract shall become the property of OSI and the State.

8. Question Bank and Exam Forms; The Contractor shall develop and maintain a secure question bank for each examination with enough validated questions to create multiple alternate exam forms while maintaining adequate coverage of the OSI approved content outline. Each form must be non-identical and provide comparable content coverage and level of difficulty. For each administration, the Contractor shall select questions using a documented method that follows the approved content outline and is designed to protect exam security. The Contractor shall submit its question selection and exam form assembly methods to the Superintendent for review and approval before use. The Contractor shall monitor question exposure and performance and address any needed revisions through the annual review required under Section IV.A.6.

9. Upon receipt of a registration, the Contractor shall immediately acknowledge receipt. Within five (5) business days, the Contractor shall notify the candidate whether the registration is complete and accepted. If the candidate has selected an examination appointment, the notice shall confirm the examination date, time, and location or provide remote testing instructions. If the registration is incomplete or the candidate must take further action to schedule an examination, the notice shall explain the next steps.

10. Contractor shall collect an examination fee pursuant to NMSA 1978, Sections 59A-6-1, 59A-11-6(J), and 59A-11-6(K).

11. Contractor shall accept major credit cards, debit cards, and checks, as payment of the
    a. examination fee at the time of registration. Contractor shall collect all approved examination fees for first time and retake candidates at or prior to time of the exam registration.

b. **NOTE**: Contractor's compensation is limited solely to fees collected in this manner. The State will not provide any additional compensation to Contractor subject to the terms of the contract.

12. Contractor shall administer exams in English or Spanish, as requested by the examinee.

13. Contractor shall administer the following insurance exams:
    a. life insurance producer;
    b. accident and health or sickness insurance producer;
    c. life, accident and health or sickness insurance producer;
    d. property insurance producer;
    e. casualty insurance producer;
    f. property, and casualty insurance producer;
    g. Title with Escrow
    h. Title Escrow only
    i. Title only
    j. bail;
        i. l. consultant's life and health;
        ii. m. consultant's, property and casualty
        iii. o. personal lines insurance producer;
        iv. p. independent and staff adjuster P/C and W/C;
        v. q. independent and staff adjuster P/C excluding Workers Compensation
        vi. r. independent and staff adjuster Public Entity and
        vii. s. public adjuster

14. Contractor shall develop any other licensing examination in response to statutory or regulatory changes or as otherwise requested and approved by the Superintendent during the terms of the Contract.

15. Contractor shall establish at minimum, five (5) ADA–compliant New Mexico-based test centers at no cost to OSI or the State. These test centers shall be located in Albuquerque, Santa Fe, Roswell, Las Cruces, and Farmington, or additional sites approved by the Superintendent. Seating capacity and hours of operations for each test center shall be approved by the Superintendent. Each test center shall be under the supervision of Contractor's certified Test Center Administrators at all times during exam administration. Contractor shall safely secure examination questions prior to test administration and following the examination.

16. Within thirty (30) calendar days after contract award, the Contractor shall submit to the Superintendent for approval a detailed implementation and transition plan. The plan shall identify tasks, responsible parties, dependencies, testing and validation activities, training, data or system migration, and proposed activation dates for each examination and related service. The Contractor shall not activate any examination or related service until the Superintendent has approved the applicable implementation milestones and confirmed readiness to proceed. The Contractor shall provide written progress reports at least monthly and promptly notify the Superintendent of any issue that may affect the approved schedule,

together with a proposed corrective action. The Contractor shall complete implementation and make the services operational according to the schedule approved by the Superintendent.

17. Contractor shall develop, print, and distribute a comprehensive handbook for applicants, the Superintendent, and any other interested party, and make the handbook available by mail or electronic download at no additional charge. Contractor shall work with the Superintendent to determine the handbook's specifications, which shall include, at a minimum: exam requirements, exam registration information, test site locations, a summary of topics that may be covered for each exam, scoring procedures, re-examination requirements, contact information, procedures for requesting ADA accommodation, and other information that may be helpful for applicants. The Superintendent will conduct the final review and approval of the handbook prior to its printing and distribution. Contractor shall submit the handbook to OSI for final approval at least thirty (30) days prior to administration of the first exam, and then annually thereafter.

18. Contractor shall provide remote testing services or RTS to OSI for candidates located in New Mexico. RTS shall mean the activities and work performed by Contractor to provide test registration and scheduling, test delivery, and test results processing for a computer-based test proctored remotely via webcam and audio by Contractor and delivered online to a test candidate enabling test candidates to use their own personal computer equipment. Contractor shall administer standard exit surveys to all candidates at the end of the exam. The survey information shall be used by Contractor to maintain a high level of customer service provided to the candidates. Contractor shall include questions in the survey as directed by the Superintendent. Contractor shall provide the results, including any complaints contained in the exit surveys, to the Superintendent, in the format, medium, and frequency acceptable to the Superintendent.

19. Following an examination, Contractor shall score all exams in a fair, impartial and nondiscriminatory manner using a consistent scoring process. Contractor shall not pass a candidate unless the candidate receives a grade of at least seventy percent (70%) on the examination, pursuant to NMSA 1978, Section 59A-11-6(D). Contractor shall print and distribute passing and failing score reports at the test sites to each candidate who takes an examination before the candidate leaves the test center. The score report shall indicate pass or fail and provide information about retaking an exam for any candidates who fail the exam.

20. Within one (1) business day of the completion of the examination, Contractor shall provide examination data to the Superintendent and the National Insurance Producer Registry ("NIPR") in a secure electronic format designated by the Superintendent; including, but not limited to, exam date, applicant names, scores, exams taken, photographs, social security numbers and dates of birth. Contractor shall report exam scores in compliance with requirements for electronic transfer of information using NAIC's State Based Systems (SBS) or as otherwise directed by the Superintendent.

21. Contractor shall produce and maintain reports as specified by the Superintendent for online

review and printing in the format, medium, and frequency acceptable to and accessible by the Superintendent. Contractor shall provide a report upon request that includes the fees collected by Contractor from candidates, in the format, medium, and frequency acceptable to and accessible by the Superintendent.

22. Contractor shall generate and provide OSI with on-line access to regular quarterly statistical reports that include the number of registrants, exams given, passes, failures, retests and psychometric exam statistics necessary to measure the performance of the exams, and other data requested by the Superintendent in the format, medium, and frequency acceptable to the Superintendent. These reports shall include accurate score accounting and reporting, including pass/fail ratios by exam type.

23. Contractor shall provide pass/fail scores to the NAIC within thirty (30) days of the request.

24. In coordination with the Superintendent, Contractor shall conduct Examination Development Workshops at Contractor's expense, either via webinar or in person in New Mexico, at least annually to review and update content outlines; review, modify or write materials as necessary for each examination level; assign levels of difficulty to new items; create exam forms; and perform any additional tasks required to create and maintain the examinations.

25. Contractor does not have to maintain an administrative office in New Mexico; however, the Contractor shall provide a contact available via toll-free telephone and email address during regular business hours (8:00a.m. to 5:00p.m. Mountain Time, Monday through Friday) to handle miscellaneous requests from applicants or the Superintendent.

26. Contractor is required to provide expert testimony in an administrative hearing if called to do so by the Superintendent of Insurance or designee of the Superintendent of Insurance.

2. Compensation.

NO public funds associated with this award therefore, NO PO will be issued for the following reason: **"The Agency (OSI) is not responsible for any expenses, services, or taxes incurred by the Contractor in performing services under this Agreement.** The exam fee is paid by the candidate taking the exam and will be paid directly to the Contractor, and that is the sole source of the Contractor's compensation under this contract.

3. Term.

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

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and

shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

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

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

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

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

C. Contractor's representations and warranties in 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. Enforcement of Agreement.

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

24. Notices.

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

To the Agency:

Victoria Baca or Vanessa De Jesus

NM Office of Superintendent of Insurance

PO Box 1689

1120 Paseo de Peralta

Santa Fe, NM 87504-1689

To the Contractor:

XXX

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.

Remainder of page left blank

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

By: _____ Date:_____
Alice T Kane, Superintendent, or designee
Office of Superintendent of Insurance

By: _____ Date:_____
Stephen Thies, OSI General Counsel
Certifying legal sufficiency

By: _____ Date:_____
OSI 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: **BTIN #**

By: _____ Date:_____
Taxation and Revenue Department

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

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

APPENDIX D

LETTER OF TRANSMITTAL FORM

APPENDIX D
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#: 2027-0010

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.*)

APPENDIX E

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Michelle Montoya at michelle.montoya@osi.nm.gov by **December 1, 2026 3:00 pm** MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # RFP 2027-0010
ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

Offeror, your name goes here

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, Office of the Superintendent of Insurance, via e-mail to:

Name: Michelle Montoya
Email: michelle.montoya@osi.nm.gov

OSI CANNOT PROVIDE A REFERENCE IN RESPONSE TO THIS RFP.

Forms must be submitted no later than December 1, 2026 3:00 pm MSD/ MDT**,** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide thorough comments in response to the questions asked. The comments you provide will help the State of New Mexico evaluate the above-referenced Offeror's service history, successful execution of services, and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at michelle.montoya@osi.nm.gov or at (505) 695-8158. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

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

QUESTIONS:

1. In what capacity have you worked with [Offeror name] in the past?

2. How would you describe [Offeror name]'s knowledge and expertise?

3. How would you describe [Offeror name] flexibility relative to changes in the project scope and timelines?

4. How satisfied are you with the materials/documentation produced by [Offeror name]?

5. How would you describe the dynamics/interaction between [Offeror name]'s personnel and your staff?

6. By name, please identify who are/were [Offeror name]'s principal representatives involved in your project. How would you describe your satisfaction with each representative, individually? Please provide a brief comment on the skills, knowledge, behaviors, or other factors on which you based your satisfaction.

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

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

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

10. Would you recommend [Offeror name]'s services to your organization again? Why or why not?

11. Is there any other information you wish to share regarding [Offeror name]?