

No.	Applicable RFQ Section	Question	Response
1	Sections 1 & 2 – Introduction / Local Entities	The scope includes engagement with multiple participating "local entities" (Higher Education Institutions, County Governments, Municipalities, and Tribal Governments). Can the State confirm whether the selected vendor will engage directly with individual local entities during the Current State Assessment and Gap Analysis activities, or whether data collection, coordination, and validation activities will be facilitated centrally through the New Mexico Office of Cybersecurity and/or the Cybersecurity Planning Committee?	OCS will update with a response no later than October 7. All other deadlines listed in the RFQ remain the same.
2	Section 3.c – Standards Alignment	The RFQ references NIST SP 800-53 Rev. 5 (Moderate), NIST SP 800-161, and "other applicable federal and state cybersecurity guidance." Can the State identify any additional federal requirements, New Mexico statutes, regulations, policies, standards, or guidance documents that should be incorporated into the recommended cybersecurity requirements baseline?	It is the responsibility of the selected vendor to research, identify, and incorporate all relevant federal requirements, New Mexico statutes, regulations, policies, standards, and guidance documents into the recommended cybersecurity requirements baseline. While the RFQ highlights NIST SP 800-53 Rev. 5 (Moderate), NIST SP 800-161, and other applicable federal and state guidance, the vendor is expected to conduct comprehensive due diligence to ensure that all appropriate and current authorities are reflected in the proposed standards baseline.
3	Section 3.d / Deliverable D – Template TPRM Ordinance(s)	Deliverable D requires the development of model ordinances to establish legal authority for a TPRM program. Can the State confirm that the selected vendor's role is expected to be the development of draft ordinance language from a cybersecurity and governance perspective for the State's consideration, with the State and/or its legal counsel responsible for legal review, validation, and formal adoption of any ordinance(s)?	Yes. The selected vendor's role under Deliverable D will be limited to developing draft model ordinance language from a cybersecurity and governance perspective for the State's consideration. The Vendor should plan to facilitate stakeholder input sessions to validate practicality and adoption considerations across entity types, but all legal review, refinement, validation, and any formal adoption of ordinance(s) will remain the responsibility of the State and/or its legal counsel.
4	STATEWIDE MULTI-TENANT TPRM PROGRAM / Submission & Cost Requirements	Should all price references be kept separate from Attachment G (Cost Response Form), thereby excluding price references from the Executive Summary and Technical Proposal?	Price references do not need to be excluded from the Executive Summary or Technical Proposal. However, all official pricing must be provided in Attachment B (Cost Response Form). Any narrative discussion of pricing should remain consistent with the Time-and-Materials structure, Not-to-Exceed (NTE) amount, and completion guaranty requirements.
5	Section 3.a – Current State Assessment	Please clarify the expected number and types of participating local entities (e.g., higher education institutions, counties, municipalities, and tribal governments) to be included in the statewide assessment, and whether the Office of Cybersecurity will provide the entity inventory and points of contact.	OCS will update with a response no later than October 7. All other deadlines listed in the RFQ remain the same.
6	Section 3.a – Current State Assessment	What is the expected level of review for each entity's ordinances, procurement policies, IT agreements, and cybersecurity clauses? Please indicate whether the Contractor is expected to review all applicable documents or a representative sample.	OCS will update with a response no later than October 7. All other deadlines listed in the RFQ remain the same.
7	Sections 3.a / 3.b – Current State Assessment and Gap Analysis	Will OCS provide existing legal, procurement, contractual, and cybersecurity documentation in a centralized repository, or should the Contractor plan to collect these materials directly from participating entities?	OCS will provide any existing centralized materials available at project start. The Contractor should plan to collect additional documentation directly from participating entities as needed to complete the assessment and gap analysis.
8	Section 3.b – Gap Analysis	Should the gap analysis evaluate each participating entity individually in addition to providing a statewide consolidated assessment, or is a statewide-level analysis sufficient?	A statewide consolidated analysis is required. Where entity-specific differences materially affect findings or recommendations, the Contractor should include representative entity-level profiles or exemplars to illustrate variations and to support implementation guidance.
9	Section 3.c – Standards Alignment	Please clarify whether the baseline cybersecurity requirements are expected to be mandatory minimum requirements for all participating entities or a maturity-based baseline that entities may tailor based on risk and capability.	OCS will update with a response no later than October 7. All other deadlines listed in the RFQ remain the same.
10	Section 3.c – Standards Alignment	In addition to NIST SP 800-53 Rev. 5 (Moderate) and NIST SP 800-161, are there specific New Mexico state cybersecurity standards, policies, statutes, or guidance documents that the Contractor must incorporate?	The Contractor must identify and incorporate applicable New Mexico laws, regulations, and statewide policies/guidance relevant to cybersecurity and procurement as part of due diligence, and reflect them in the recommended baseline and model provisions. (Also see answer for #3)
11	Section 3.d – Model Ordinances	How many model ordinances are expected, and should the Contractor develop separate templates for different entity types or a single statewide model ordinance with configurable provisions?	Provide one primary statewide model ordinance with configurable sections and optional annexes to accommodate different entity authorities (e.g., counties, municipalities, tribal governments). Additional variants may be proposed if material statutory or governance distinctions require separate templates.
12	Section 3.d – Model Ordinances	Is the Contractor expected to provide legal research and drafting only, or also facilitate legal review and stakeholder validation of the model ordinances with OCS and participating entities?	The selected Contractor's role under Deliverable D will be limited to developing draft model ordinance language from a cybersecurity and governance perspective for the State's consideration. The Vendor should plan to facilitate stakeholder input sessions to validate practicality and adoption considerations across entity types, but all legal review, refinement, validation, and any formal adoption of ordinance(s) will remain the responsibility of the State and/or its legal counsel.
13	Section 3.e – Model Contract Provisions	Should the model cybersecurity solicitation and contract clauses be designed for broad use across all procurement types, or should they include separate provisions/templates for different vendor risk tiers and service categories?	Develop modular, standardized clauses suitable for broad use, with configurable annexes or schedules for vendor risk tiers (e.g., high/medium/low) and service categories (e.g., SaaS, MSP, on-prem). This approach supports consistency while ensuring appropriate control coverage for higher-risk engagements.
14	Section 3.e – Model Contract Provisions	Please clarify the expected treatment of subcontractors and off-shoring in the model contract provisions, including whether the Office has existing policy or statutory requirements that must be incorporated.	Include explicit flow-down requirements for subcontractors, mandatory disclosure and approval of subcontractor use, and restrictions/requirements for off-shoring and data residency consistent with federal prohibitions and applicable state guidance. Clauses should require vendor accountability for subcontractor compliance, right-to-audit, and incident notification across the supply chain.
15	Section 3 – Scope / Deliverables	Please provide any existing statewide TPRM policies, procedures, templates, risk-tiering criteria, vendor questionnaires, or tools that the Contractor should leverage or align with during development.	OCS will provide any existing materials at project kickoff. Where gaps exist, the Contractor will develop the necessary policies, procedures, templates, tiering criteria, questionnaires, and related artifacts to establish a standardized TPRM program.

16	Section 3 – Scope / Deliverables	Is the Contractor expected to design or recommend a technology/toolset for operationalizing the TPRM framework, or is the scope limited to the legal, policy, standards, ordinance, and contract components identified in the RFQ?	This RFQ primarily focuses on legal/contractual authorities, standards alignment, model ordinances, and model contract provisions. The Contractor may recommend technology/toolset characteristics to support operationalization, but selection/procurement of a specific tool is out of scope.
17	Section 5 – Deliverables	Please clarify the expected format, level of detail, and approximate page or content requirements for each deliverable, particularly the Current State Assessment Report, Gap Analysis Report, and Final Project Completion Report.	The RFQ does not prescribe page counts. Reports should include: Executive Summary; Scope & Methodology; Findings; Analysis & Impacts; Recommendations; and Appendices (e.g., sampled documents, draft clauses, standards mapping). The Contractor should propose specific structures in the Project Plan and align with OCS preferences during kickoff.
18	Section 5 – Deliverables / Section 6 – Quote Requirements (Project Plan)	Are draft deliverables expected to undergo formal review cycles with OCS and participating entities? If so, please clarify the anticipated number of review and revision cycles.	Yes. Draft deliverables will undergo review with OCS (and, as appropriate, representative local entities). The RFQ does not set a fixed number of cycles; the Contractor should plan for at least one draft and one final, and propose the number and cadence of review cycles in the Project Plan.
19	Section 6.b – Project Plan	Are there specific project milestones or target dates within the six-month contract term that the Contractor must meet for each of the required deliverables?	The Contractor must propose a detailed schedule of milestones and target dates within the six-month term as part of the Project Plan. OCS will review and approve the schedule during project initiation.
20	Section 6.b – Project Plan	Please clarify which stakeholders the Contractor should plan to interview or engage and the expected level of stakeholder participation from OCS and participating local entities.	OCS will update with a response no later than October 7. All other deadlines listed in the RFQ remain the same.
21	Section 6.g – Cost Response / T&M	The RFQ requires a T&M quote with an NTE and completion guaranty and states that the Contractor assumes the risk of under-budgeting. Please clarify whether the NTE may be adjusted through an authorized contract modification if the Office requests material changes or additions to the scope.	The NTE applies to the quoted scope. If OCS requests material changes or additions to scope, adjustments may be made only through a formal, written contract modification authorized under the qualifying procurement vehicle. Vendor-initiated adjustments without OCS authorization are not permitted.
22	Section 6.g / Attachment B – Cost Response	Please clarify whether the estimated hours submitted for each SOW activity are expected to represent a fixed level of effort for evaluation purposes or may be adjusted among activities during performance while remaining within the approved NTE.	Estimated hours inform evaluation and initial planning. During performance, hours may be reallocated among activities with OCS approval, provided total costs remain within the approved NTE and all deliverables are completed as required.
23	Section 4 – Contractor Qualification Requirements	Please clarify whether experience with local government law and procedures and state/local procurement laws must be demonstrated through the prime Contractor, or whether relevant experience of proposed key personnel may also satisfy these requirements.	Relevant experience may be demonstrated by the prime Contractor and/or proposed key personnel. Quotes should clearly document organizational qualifications and individual resumes/certifications reflecting expertise in local government law, state/local procurement, cybersecurity governance, and TPRM.
24	Section 7 – Evaluation Criteria	Will the evaluation consider the Contractor’s proposed methodology, staffing, and level of effort within the technical approach, and will any specific minimum qualifications or scoring thresholds apply to key personnel?	Yes. Evaluation will consider the quality and feasibility of the proposed approach (including methodology, staffing, and level of effort) and technical expertise/experience. The RFQ does not specify minimum qualifications or scoring thresholds for key personnel beyond the qualification requirements; evaluators will assess resumes, certifications, and relevant experience.
25	Section 10 – Anticipated Contract Term	Please clarify whether the six-month contract term begins on the contract effective date or Notice to Proceed, and whether the term may be extended if deliverable reviews or stakeholder availability cause schedule impacts.	The six-month term begins on the contract effective date. Extensions are not presumed; any change to term would require a formal contract amendment initiated and approved by OCS under the applicable procurement method.
26	Section 11 – Required Terms and Conditions	The RFQ states that the Office will not agree to additional or modified vendor terms. Please confirm whether Contractors may identify assumptions or exceptions in their technical/cost response, provided they do not propose changes to the required contract terms.	Contractors may include reasonable assumptions that clarify their approach or pricing; however, the Office will not accept additional or modified vendor terms or exceptions to required contract provisions. Assumptions must not conflict with the RFQ’s federally required provisions, qualifying price agreement terms, or other required terms and conditions.