Summary and background:

La Familia Medical Center is publishing this request to gather bids for a dental orthodontic clear aligner systems. LFMC is a not-for-profit Federally Qualified Health Center serving approximately 4000 dental patients in Santa Fe, New Mexico at 5 clinic locations in Santa Fe County. The dental clinic has educational training partnerships with New York University, Touro College of Dental Medicine, and Santa Fe Community College.

This award may be funded in whole or in part by the United States Health Services Administration.

Please submit proposals by December 11th, 2026.

Submit proposals with all the required information or for questions contact: Brendan R. Vahey, Chief Dental Officer at: brvahey@lfmctr.org.

Guidelines for bidders:

We will accept bids for this project until 5 p.m., December 11th, 2026. All documents must be prepared and signed by those authorized to do so. All costs must be listed in USD. Further terms are subject to development pending the selection of a bid.

Project purpose and scope:

The purpose of the project is improve patient outcomes and enhance dental residency training by offering dental orthodontics focusing on clear aligners. Bid should include any costs associated with their product including any additional costs associated with clear aligner product.

Federal Requirements:

Agreements must be in writing and include federally required agreement terms. **Refusal to agree to terms consistent with federal requirements will result in withdrawal of the award. Please refer to Addendum.**

Proposal timeline and project deadline: Proposals are due in writing to LFMC before 5 p.m. December 11th, 2026. Proposals will be evaluated until December 18th, 2026 after which all bidders will be notified of their status within three business days. Upon contract award, work must be completed within 1 month to ensure patient and staff access as soon as possible.

Proposal and Budget requirements:

Each proposal should include the following for consideration:

- Cost of clear aligner system including any additional terms
- Certification of federal non-exclusion

LFMC will evaluate proposals based on the following criteria:

- Overall cost
- Company experience
- References
- Proposal professionalism and quality
- ***Selection of prevailing bidder and any award is at the sole and exclusive discretion of LFMC, a not-for-profit New Mexico Corporation.***

AGREEMENT AND ADDENDUM A
FEDERALLY REQUIRED TERMS

La Familia Medical Center ("Client") and [name of business] ("Service Provider") (collectively, the Parties) hereby mutually agree to the following terms and conditions applicable to all agreements between them funded in whole or in part by the Federal Government:

1. Federal Grants Policy and Federal Uniform Regulation: Service Provider acknowledges that agreements between the Parties (1) are subsidized through direct or indirect Federal or State of New Mexico funds; (2) Client is a Federal Non-governmental entity organized under the Public Health Service Act 42 U.S.C. Chapter 6A (§§254b et seq.); (3) Client is required to comply with 2 CFR Part 200, Subparts D, E, and F, Section 330 of the Public Health Service Act, and Department of Health and Human Services (HHS) Grants Policy Statements, Bulletins, Bulletins, and Administrative Rules; and (4) any and all terms in this agreement are Federally mandated, non-waivable obligations of the Parties.

2. Federal Exclusion. Each Party represents and warrants that the Party (including its respective employees or agents providing services under this Agreement) (i) has not been placed on the sanctions list issued by the Office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. 1320a(7), and (ii) has not been excluded from government contracts by the General Services Administration and has not been convicted of a felony or any crime relating to health care. The Parties will provide one another prompt written notice in the event that this representation and warranty becomes untrue during the term of this Agreement. Either Party may terminate this Agreement immediately upon notice if the other Party (or its respective employees or agents providing services under this Agreement) becomes sanctioned, excluded or convicted as contemplated by this provision.

3. Performance Monitoring. Client will review and monitor the performance of this contract on receipt of invoices from service provider, or no less than quarterly. Client may request additional information or performance improvements from service provider.

4. Books and Records; State and Federal law. The Parties acknowledge that the services that are the subject of this Agreement are or may be funded in whole or in part by State or Federal grants, loans, agreements, guarantees or other state, federal or charitable funding source. The Client maintains books, documents and records for federal, state or charitable financial and programmatic reporting, performance monitoring, and government oversight audit standards. Service Provider shall cooperate with reasonable requests for additional information required by Client or any government entity. Disclosure under this provision will not be construed as a waiver of any legal rights to which either Party may be entitled under statute or regulation.

5. Nondiscrimination. Services provided hereunder shall comply with all applicable federal and state laws prohibiting discrimination against any classification recognized pursuant to those laws.

6. No Current or Prior Conflict of Interest. The Parties represent and warrant that its officers, employees, and agents, or controlling persons have no business, professional, personal, or other interest that would conflict in any manner or degree with the performance of its obligations under this Agreement.

7. Arm's Length Transaction. The Parties agree that compensation for services is consistent with fair market value in an arm's length transaction and was not determined in a manner that takes into account the volume or value of referrals or business otherwise generated between the Parties.

8. Confidentiality of Patient Health Information. If and to the extent applicable, the parties shall comply with all requirements established by The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regarding safeguarding and protecting individually identifiable health information from unauthorized disclosure, including any patient's individually identifiable health information. The parties agree to amend this Agreement as required to comply with HIPAA, and to protect any individually identifiable health information that any party (or its employees, agents and contractors) accesses performing under this Agreement. The parties (and their employees, agents, and contractors) shall maintain the confidentiality of all patient and/or individual party information in accordance with all other applicable state and federal laws and regulations regarding the confidentiality of such information. The parties (and their employees, agents, and contractors) shall not divulge such confidential information to any third parties without the patient's or party's prior written consent, except, as to patients, unless required by law or as necessary to treat such patient.

9. Termination With or Without Cause. This Agreement may be terminated with or without cause by either Party on sixty (60) day advance notice in writing to the other Party. **If and to the extent the master or primary agreement incorporates alternate advance notice of less than 60 days, the alternate notice terms shall be effective. Each party will give the other an opportunity to cure within 30 days of Notice of termination. Client shall be obligated to pay for services performed by Service Provider prior to the date of termination.**

10. Federal Tort Claims Act. Client represents and warrants that Client and its employees are deemed to be federal employees and as such are covered for medical liability, certain negligence claims, and

related cyber liability claims under the Federal Tort Claims Act ("FTCA"). Service Provider acknowledges that the FTCA extends immunity from suit to Client subject to the FTCA. Jurisdiction, choice of law, and venue for any and all claims arising from this agreement that are covered by the FTCA shall lie in the United States Department of Health and Human Services and the Federal Courts.

11. Federal Contract and Credentialing Compliance. To the extent any term in the Master or Primary Agreement(s), however titled, conflict with the terms stated in this Addendum, the Addendum will control. **The Parties acknowledge that the federal government may at its discretion require additional terms at any time. Should that occur, the Parties agree to amend this Agreement and Addendum for consistency with federal audit corrective actions, federal regulations that include or state guidance and regulations.**

On half of La Familia Medical Center:

Signed:

Chief Executive Officer
La Familia Medical Center

Date:

On Behalf of [name of company]:

Signed:

Date: