

**STATE OF NEW MEXICO  
NEW MEXICO HIGHER EDUCATION DEPARTMENT  
(NMHED)**

**PROFESSIONAL SERVICES  
REQUEST FOR PROPOSALS (RFP)**

**NMHED  
Tribal Education Technical Assistance Centers**

**RFP#**  
24-95000-91-00039

RFP Release Date: <December 1, 2023>

Proposal Due Date: <December 22, 2023>



# Table of Contents

<b>I. INTRODUCTION.....</b>	<b>1</b>
A.    PURPOSE OF THIS REQUEST FOR PROPOSALS .....	1
B.    BACKGROUND INFORMATION.....	1
C.    SCOPE OF PROCUREMENT.....	2
D.    PROCUREMENT MANAGER.....	3
E.    PROPOSAL DELIVERY .....	4
F.    DEFINITION OF TERMINOLOGY.....	4
G.    PROCUREMENT LIBRARY .....	7
<b>II. CONDITIONS GOVERNING THE PROCUREMENT .....</b>	<b>8</b>
A.    SEQUENCE OF EVENTS.....	8
B.    EXPLANATION OF EVENTS .....	8
1.    Issue RFP.....	8
2.    Acknowledgement of Receipt Form.....	8
3.    Pre-Proposal Conference .....	9
4.    Deadline to Submit Written Questions.....	9
5.    Response to Written Questions .....	10
6.    Submission of Proposal.....	10
7.    Proposal Evaluation.....	10
8.    Selection of Finalists .....	11
9.    Finalize Contractual Agreements.....	11
10.    Contract Awards .....	11
11.    Protest Deadline .....	11
C.    GENERAL REQUIREMENTS.....	11
1.    Acceptance of Conditions Governing the Procurement.....	11
2.    Incurring Cost.....	12
3.    Prime Contractor Responsibility .....	12
4.    Subcontractors/Consent .....	12
5.    Amended Proposals.....	12
6.    Offeror’s Rights to Withdraw Proposal.....	12
7.    Proposal Offer Firm.....	12
8.    Disclosure of Proposal Contents .....	13
9.    No Obligation.....	13
10.    Termination .....	13
11.    Sufficient Appropriation.....	13
12.    Legal Review.....	13
13.    Governing Law.....	14
14.    Basis for Proposal .....	14
15.    Contract Terms and Conditions .....	14
16.    Offeror’s Terms and Conditions.....	14
17.    Contract Deviations .....	15
18.    Offeror Qualifications .....	15
19.    Right to Waive Minor Irregularities.....	15
20.    Change in Contractor Representatives .....	15
21.    Notice of Penalties.....	15
22.    Agency Rights .....	15
23.    Right to Publish.....	15
24.    Ownership of Proposals.....	16
25.    Confidentiality .....	16
26.    Electronic mail address required .....	16

27.	<i>Use of Electronic Versions of this RFP</i>	16
28.	<i>New Mexico Employees Health Coverage</i>	16
29.	<i>Campaign Contribution Disclosure Form</i>	17
30.	<i>Letter of Transmittal</i>	17
31.	<i>Disclosure Regarding Responsibility</i>	18
32.	<i>New Mexico/Native American Resident Preferences</i>	19
<b>III. RESPONSE FORMAT AND ORGANIZATION</b>		<b>20</b>
A.	NUMBER OF RESPONSES	20
B.	ELECTRONIC SUBMISSION	20
C.	PROPOSAL FORMAT	21
1.	<i>Proposal Content and Organization</i>	21
<b>IV. SPECIFICATIONS</b>		<b>23</b>
A.	DETAILED SCOPE OF WORK	23
B.	TECHNICAL SPECIFICATIONS	24
1.	<i>Organizational Experience</i>	24
2.	<i>Mandatory Specification</i>	25
C.	BUSINESS SPECIFICATIONS	26
1.	<i>Letter of Transmittal Form</i>	26
2.	<i>Campaign Contribution Disclosure Form</i>	26
3.	<i>Cost</i>	26
4.	<i>Resident Business or Resident Veterans Preference</i>	27
<b>V. EVALUATION</b>		<b>28</b>
A.	EVALUATION POINT SUMMARY	28
B.	EVALUATION FACTORS	28
1.	<i>B.1 Organizational Experience (See Table 1)</i>	28
2.	<i>B.2 Mandatory Specifications (See Table 1)</i>	28
3.	<i>C.1 Letter of Transmittal (See Table 1)</i>	29
4.	<i>C.2 Campaign Contribution Disclosure Form (See Table 1)</i>	29
5.	<i>C.3 Cost (See Table 1)</i>	29
6.	<i>C.4 New Mexico Preferences</i>	29
C.	EVALUATION PROCESS	29
<b>APPENDIX A</b>		<b>31</b>
<b>APPENDIX B</b>		<b>32</b>
<b>CAMPAIGN CONTRIBUTION DISCLOSURE FORM</b>		<b>32</b>
<b>APPENDIX C</b>		<b>35</b>
<b>DRAFT CONTRACT</b>		<b>35</b>
<b>APPENDIX D</b>		<b>44</b>
<b>COST RESPONSE FORM</b>		<b>44</b>
<b>APPENDIX E</b>		<b>46</b>
<b>LETTER OF TRANSMITTAL FORM</b>		<b>46</b>

# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of services to be provided for Indian education improvements from early childhood to higher education.

## **B. BACKGROUND INFORMATION**

In December 2022, Tribal Leaders across New Mexico convened with Governor Michelle Lujan Grisham and her education cabinet to discuss pressing issues pertaining to Indian education during the Semi-Annual Government-to-Government Indian Education Summit. During this convening, it was announced that there were actionable items that needed to be pushed through the 2023 legislative session, one of which was the need for technical assistance centers to assist in Indian education development, capacity building and general support.

Leading up to the 2023 legislative session, the New Mexico Higher Education Department led a multi-agency effort in partnership with legislative champions and sponsors to develop House Bill 280 (HB280) – Tribal Education Technical Assistance Centers. HB280 establishes two Tribal Education Technical Assistance Centers to work in partnership with Tribal governments, local education agencies, schools, early childhood programs, state agencies and more to improve Indian education and Native American student success from early childhood through higher education. In addition to building capacity for programs, capital outlay projects and expending funding. The centers shall be administratively attached to the New Mexico Higher Education Department, but Tribal education experts and academics shall lead this work.

**The Technical Assistance Centers are expected to support, develop and oversee the following (as outlined in House Bill 280):**

- 1) the development of culturally relevant and linguistically appropriate curriculum and instructional materials;
- 2) career pathways for American Indian educators;
- 3) professional development opportunities for licensed school employees and school administrators in culturally and linguistically relevant pedagogy;
- 4) education policy developments and capacity building for tribal communities;
- 5) collaboration with state education agencies on tribal-related programs to help agencies with outreach, recommend indigenous educators, scholars and professionals as consultants to tribal programs and participate in funding applications to support the technical assistance centers and other statewide indigenous education efforts;
- 6) collaboration with institutions serving American Indian students, including school districts, charter schools, early childhood centers and programs, bureau of Indian education schools and public and tribal higher education institutions; and

- 7) additional responsibilities or duties related to American Indian education or vocational support determined by consultation among the various stakeholders.

## C. SCOPE OF PROCUREMENT

The New Mexico Higher Education Department is accepting proposals for fiscal year 2024 for two (2) Tribal Education Technical Assistance Centers (Centers). Applications from Tribal colleges and universities in New Mexico, American Indian programs at New Mexico public higher education institutions, and tribally-controlled institutions and entities with demonstrated experience and knowledge of working with Native American students and federally recognized Indian Tribes, Nations and Pueblos located wholly or partially in New Mexico shall be prioritized in the selection process.

The **institution, organization or program** submitting a proposal agrees to utilize funding to support the provisions of House Bill 280 (HB280) – Tribal Education Technical Assistance Centers (2023). The **institution, organization or program** shall carry out this work to support Tribal education departments and Tribal communities in New Mexico in programming and capacity building, along with supporting Native American student education and success.

The following are tasks and duties listed in HB280 and shall be tasks and duties the Centers are expected to oversee and develop:

1. The development of culturally relevant and linguistically appropriate curriculum and instructional materials;
2. Career pathways for Native American educators;
3. Professional development opportunities for licensed school employees and school administrators in culturally and linguistically relevant pedagogy;
4. Education policy developments and capacity building for Tribal communities;
5. Collaboration with state education agencies on Tribal-related programs to assist agencies with outreach in coordination with Indigenous educators, scholars and professionals to Tribal programs and participate in funding applications to support the Tribal Education Technical Assistance Centers and other statewide Indigenous education efforts;
6. Collaboration with institutions that serve Native American students, including school districts, charter schools, Bureau of Indian Education schools, Tribally-controlled schools, early childhood centers, and public and Tribal higher education institutions; and
7. Additional responsibilities or duties related to Native American education or vocational support determined by consultation among various stakeholders.

The **institution, organization or program** shall report to and work with the New Mexico Higher Education Department as the administering state department in addition to working in partnership with the State of New Mexico, New Mexico Early Childhood Education and Care Department, New Mexico Public Education Department, and Indian Affairs Department. The **institution, organization or program** is encouraged to consider forming a consortium to further support the work of the Tribal education technical assistance centers. Additionally, the **institution, organization or program** shall provide a plan for performance evaluation and fiscal monitoring and accountability within 45 days of award disbursement. This shall be submitted to the New Mexico Higher Education Department.

To ensure support for Indian education from early childhood to higher education, the **institution, organization, or program** must determine the following via Tribal consultation and genuine engagement with Tribal communities throughout New Mexico:

1. Types of technical assistance provided to institutions serving American Indian students; and
2. Partnerships the **institution, organization or program** shall develop.

Technical assistance and partnerships shall be provided and developed with the state education agencies, Tribal communities, Tribal Education Departments (TEDs), school districts, charter schools, early childhood centers, Bureau of Indian Education schools, Tribally-controlled schools, public and Tribal higher education institutions, and Tribal governments. The actual entities shall be determined by the awarded **institution, organization, or program** in coordination with Tribal leaders, the New Mexico Higher Education Department and other relevant state agencies.

The **institution, organization or program** understands that annual reporting shall be due to the New Mexico Higher Education Department, Office of the Governor, and Legislature annually. Additionally, financial reporting and accounting information shall be provided by the **institution, organization or program** in the form required by the New Mexico Higher Education Department.

This RFP shall be a multiple award.

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

#### **D. PROCUREMENT MANAGER**

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

Name: Cecilia Roybal, Procurement Manager  
Telephone: (505) 470-3362  
Email: Cecilia.Roybal@hed.nm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the NMHED.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.11.** 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 shall 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 shall **NOT** be considered properly submitted.

#### **E. PROPOSAL DELIVERY**

*All submissions of proposals must be done electronically. Refer to section(s) (II.B.6) and (III.B)*

#### **F. DEFINITION OF TERMINOLOGY**

As used in this procurement document and its appendices:

1. “**Agency**”, without modification, means the New Mexico Higher Education Department;
2. “**American Indian Programs**” mean programs that represent or provide services to Native Americans or Alaska Natives;
3. “**Award**” means the final execution of the contract document;
4. “**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,. And in NMAC 1-4-1-45 “Confidential” does not include Offeror’s submitted Cost response, Staff, Personnel Resumes, Biographies; provided personal information including telephone numbers and home addresses;
5. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction;

6. “**Contractor**” means any business having a contract with a state agency or local public body;
7. “**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;
8. “**Early Childhood Centers**” mean centers that provide educational and childcare services to children from birth to five-years old;
9. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals;
10. “**Evaluation Committee Report**” means a report containing scores and written evaluations of all responsive Offeror proposals that is prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award;
11. “**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;
12. “**Indian Education**” includes culturally relevant education services and programs that are provided to Native American nations, tribes and pueblos in New Mexico;
13. “**Local Education Agencies**” include public boards of education or other public authorities in New Mexico that provide administrative control or direction or perform a service function for public elementary schools or secondary schools in New Mexico;
14. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality, quantity, or any other mandatory requirement;
15. “**Offeror**” is any person, corporation, or partnership who submits a proposal;
16. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any;
17. “**Procurement Manager**” means any person or designee who is an employee of a state agency or local public body authorized by the state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written



determinations regarding the RFP procurement, and enter into or administer contracts as a result of the RFP procurement;

18. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction pursuant to this request for proposal;
19. **“Public Higher Education Institution”** means a public post-secondary academic institution in New Mexico;
20. **“Redacted”** means a document 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 blacked-out but not omitted or removed;
21. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals;
22. **“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;
23. **“Responsive Offer”** means an offer which conforms in all material respects to the requirements set forth in the request for proposals including price, quality, quantity or delivery requirements;
24. **“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;
25. **“Semi-Annual Government to Government Indian Education Summit”** means a biannual meeting with tribal leaders in New Mexico hosted by the New Mexico Public Education Department regarding Indian education;
26. **“State Purchasing Division (SPD)”** means the State Purchasing Division of the New Mexico General Services Department;
27. **“State”** means the State of New Mexico;
28. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” does not include local public bodies;

29. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department;
30. **“Tribal Colleges and Universities:”** means Dine College-Shiprock campus, Institute of American Indian Arts, Navajo Technical University and Southwestern Indian Polytechnic Institute;
31. **“Tribal Governments”** means tribal governments in New Mexico;
32. **“Tribal Leaders”** mean elected or appointed officials or authorized official representation of tribal governments;
33. **“Trially Controlled Institutions”** mean institutions governed by tribal leaders that provide services to Native American individuals in New Mexico;
34. **“Unredacted”** means a document that is unredacted; and
35. **“Written”** includes communication via electronic mail.

#### **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:

[Indian Education RFP | NM Higher Education Department](#)

## 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 shall make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	December 1, 2023
2. Acknowledgement of Receipt Form	Potential Offerors	December 8, 2023
3. Pre-Proposal Conference	Agency	December 7, 2023 @ 10 a.m.
4. Deadline to submit Written Questions	Potential Offerors	December 8, 2023
5. Response to Written Questions	Procurement Manager	December 15, 2023
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>December 22, 2023 by 11:59 p.m.</b>
7.* Proposal Evaluation	Evaluation Committee	TBD
8.* Selection of Finalists	Evaluation Committee	TBD
9.* Finalize Contractual Agreements	Agency/Finalist Offerors	TBD
10.* Contract Awards	Agency/ Finalist Offerors	TBD
11.* Protest Deadline	Agency	TBD

\* Dates indicated in Events 7 through 11 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

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

#### 1. Issue RFP

This RFP is being issued on behalf of the New Mexico Higher Education Department on the date indicated in Section II.A, Sequence of Events.

#### 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, [Cecilia.Roybal@hed.nm.gov](mailto:Cecilia.Roybal@hed.nm.gov), to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement

Manager by 5:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list shall 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 shall be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

### 3. Pre-Proposal Conference

A pre-proposal conference shall be held as indicated in Section II.A, Sequence of Events, beginning at 10:00am MST/MDT via Zoom.

Topic: Pre-Proposal Conference: Tribal Education Technical Assistance Centers

Time: Dec 7, 2023 10:00 AM Mountain Time (US and Canada)

Zoom link will be made available on the RFP web page. See page 7, letter G "Procurement Library" for the link.

--

**Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) shall not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference shall be considered **unofficial** until they are posted in writing. All written questions shall be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log shall be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

### 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5 pm on December 8, 2023 MST as indicated in Section

II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## 5. Response to Written Questions

Written responses to the written questions shall be provided via e-mail, 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).

## 6. Submission of Proposal

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

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 11:59 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt shall be recorded on each proposal.

*It is the Offeror's responsibility to ensure all documents are completely submitted electronically by the deadline set forth in this RFP. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received by the deadline, shall 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 shall be deemed late. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.***

**Proposals must be submitted electronically. Refer to Section III.B. for instructions.**

Proposals submitted by facsimile, or other electronic means other than through the instructions listed in **Section III.B**, shall not be accepted.

A log shall be kept of the names of all Offeror organizations that submitted proposals.

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

## 7. Proposal Evaluation

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

## **8. Selection of Finalists**

The Evaluation Committee shall select, and the Procurement Manager shall notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter.

## **9. Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP shall 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.

## **10. Contract Awards**

Upon receipt of the signed contractual agreement, the Agency Procurement office shall 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.

## **11. 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 shall 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 shall end at 5:00 pm MST/MDT on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the Request for Proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

NMHED Legal Division, attention Peter Kovnat  
Peter.Kovnat@hed.nm.gov

**PROTESTS RECEIVED AFTER THE DEADLINE SHALL NOT BE ACCEPTED**

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the

Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

**2. Incurring Cost**

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

**3. Prime Contractor Responsibility**

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

**4. Subcontractors/Consent**

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

**5. Amended Proposals**

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

**6. Offeror's Rights to Withdraw Proposal**

Offerors shall 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 and best and final offer (if the Offeror is required to submit one), will be considered firm through such time as a contract is executed.

## 8. Disclosure of Proposal Contents

The contents of all submitted proposals shall be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals shall be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization; and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.1.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal shall 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 shall be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available shall 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 shall follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal shall be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and shall 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 shall 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), shall 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 shall 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. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

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

## **21. Notice of Penalties**

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

## **22. Agency Rights**

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

## **23. Right to Publish**

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

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

## **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 shall be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://hed.nm.gov/resources-for-schools/rfp/indian-education-rfp>

## **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 shall result in Offeror's disqualification.**

## 30. Letter of Transmittal

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

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to submit a signed Letter of Transmittal Form (Appendix E) shall result in Offeror's disqualification.**

### **31. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became

erroneous by reason of changed circumstances.

- D. A disclosure that any of the items in this requirement exist shall not necessarily result in termination of this Agreement. However, the disclosure shall 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 shall render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### **32. New Mexico/Native American Resident Preferences**

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.**

**The New Mexico/Native American Resident Preferences shall not apply if the expenditures for this RFP includes federal funds.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

#### B. ELECTRONIC SUBMISSION

Submissions of all proposals must be accomplished via electronic submission as follows: send an email to Procurement Manager, notifying that the Offeror is ready to submit a proposal. The Procurement Manager shall then request the proposer to submit via email. The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload.

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.
  - i. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.D.4 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.D.30) versions for evaluation purposes; and
    - One (1) **redacted** (def. Section I.D.21) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may*

*be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

For technical support issues contact Procurement Manager, Cecilia Roybal (505) 470-3362 or Cecilia.Roybal@hed.nm.gov

The ELECTRONIC proposal submission **must be submitted** by the submission deadline in Section II.A. Sequence of Events.

*It is the Offeror's responsibility to ensure all documents are completely submitted electronically by the deadline set forth in this RFP. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received by the deadline, shall 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 shall be deemed late. In accordance with statute and rule, **NO LATE OFFER CAN BE ACCEPTED.***

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

## **C. PROPOSAL FORMAT**

Organization of folders/envelopes for electronic copy proposal:

### **1. Proposal Content and Organization**

All proposals must be submitted as follows:

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

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

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary (Optional)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16 )



7. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
  - a. Organizational Experience
  - b. Mandatory Specification
  - c. New Mexico/Native American Resident Preferences (if applicable)

**Cost Proposal:**

1. Completed Cost Response Form (APPENDIX D)

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

## IV. SPECIFICATIONS

### A. DETAILED SCOPE OF WORK

The New Mexico Higher Education Department is accepting proposals for fiscal year 2024 for two (2) Tribal Education Technical Assistance Centers (Centers). Applications from Tribal colleges and universities in New Mexico, American Indian programs at New Mexico public higher education institutions, and tribally controlled institutions and entities with demonstrated experience and knowledge of working with Native American students and federally recognized Indian Tribes, Nations and Pueblos located wholly or partially in New Mexico shall be prioritized in the selection process.

The **institution, organization or program** submitting a proposal agrees to utilize funding to support the provisions of House Bill 280 (HB280) – Tribal Education Technical Assistance Centers (2023). The **institution, organization or program** shall carry out this work to support Tribal education departments and Tribal communities in New Mexico in programming and capacity building, along with supporting Native American student education and success.

The following are tasks and duties listed in HB280 and shall be tasks and duties the Centers are expected to oversee and develop:

1. The development of culturally relevant and linguistically appropriate curriculum and instructional materials;
2. Career pathways for Native American educators;
3. Professional development opportunities for licensed school employees and school administrators in culturally and linguistically relevant pedagogy;
4. Education policy developments and capacity building for Tribal communities;
5. Collaboration with state education agencies on Tribal-related programs to assist agencies with outreach in coordination with Indigenous educators, scholars and professionals to Tribal programs and participate in funding applications to support the Tribal Education Technical Assistance Centers and other statewide Indigenous education efforts;
6. Collaboration with institutions that serve Native American students, including school districts, charter schools, Bureau of Indian Education schools, Tribally-controlled schools, early childhood centers, and public and Tribal higher education institutions; and
7. Additional responsibilities or duties related to Native American education or vocational support determined by consultation among various stakeholders.

The **institution, organization or program** shall report to and work with the New Mexico Higher Education Department as the administering state department in addition to working in partnership with the State of New Mexico, New Mexico Early Childhood Education and Care Department, New Mexico Public Education Department, and Indian Affairs Department. The **institution, organization or program** is encouraged to consider forming a consortium to further support the

work of the Tribal education technical assistance centers. Additionally, the **institution, organization or program** shall provide a plan for performance evaluation and fiscal monitoring and accountability within 45 days of award disbursement. This shall be submitted to the New Mexico Higher Education Department.

To ensure support for Indian education from early childhood to higher education, the **institution, organization, or program** must determine the following via Tribal consultation and genuine engagement with Tribal communities throughout New Mexico:

1. Types of technical assistance provided to institutions serving American Indian students; and
2. Partnerships the **institution, organization or program** shall develop.

Technical assistance and partnerships shall be provided and developed with the state education agencies, Tribal communities, Tribal Education Departments (TEDs), school districts, charter schools, early childhood centers, Bureau of Indian Education schools, Tribally-controlled schools, public and Tribal higher education institutions, and Tribal governments. The actual entities shall be determined by the awarded **institution, organization, or program** in coordination with Tribal leaders, the New Mexico Higher Education Department and other relevant state agencies.

The **institution, organization or program** understands that annual reporting shall be due to the New Mexico Higher Education Department, Office of the Governor, and Legislature annually. Additionally, financial reporting and accounting information shall be provided by the **institution, organization or program** in the form required by the New Mexico Higher Education Department.

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience**

Offeror **must**:

- a) provide a brief description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Indian education support services. All Indian education support services provided to private sector shall also be considered;
- b) provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as staff that

shall be responsible for meeting deliverables listed in the contract along with any Indian education priorities that are presented by Tribes in New Mexico. Offeror must include key personnel education, work experience, relevant certifications/licenses, and experience working on Indian education issues in New Mexico.

- c) describe at least two project successes and failures of providing services to Tribes in New Mexico regarding Indian education support. Include how each experience improved the Offeror's services.

## **2. Mandatory Specification**

### **1. Proposal and Project Narrative**

- a. Explain how the proposed Tribal Education Technical Assistance Center (Center) shall work to begin developing and implementing the following items:

1. the development of culturally relevant and linguistically appropriate curriculum and instructional materials;
  2. career pathways for American Indian educators;
  3. professional development opportunities for licensed school employees and school administrators in culturally and linguistically relevant pedagogy;
  4. education policy developments and capacity building for tribal communities;
  5. collaboration with state education agencies on tribal-related programs to help agencies with outreach, recommend indigenous educators, scholars and professionals as consultants to tribal programs and participate in funding applications to support the technical assistance centers and other statewide indigenous education efforts;
  6. collaboration with institutions serving American Indian students, including school districts, charter schools, early childhood centers and programs, bureau of Indian education schools and public and tribal higher education institutions; and
  7. additional responsibilities or duties related to American Indian education or vocational support determined by consultation among the various stakeholders.
- ii. Include an overview of the development for each of the above items (1-7) and include any necessary or relevant partnerships.
  - iii. Provide details on the Center's process for consultation, relationship building and engagement with Tribes, Nations, Pueblos and Tribal leaders.
  - iv. Describe the governance structure of your entity, and the role of tribal representatives in that structure.

1. Key questions to consider:
  - a. How shall Tribal education initiatives be prioritized and how shall those decisions be made?
  - v. Describe how the Center shall assist Tribes, Nations and Pueblos in navigating federal, state and local education systems, and capacity for the application and spending of federal, state and local funds.
  - vi. Explain and illustrate Tribal engagement strategies and how the Center plans to network, reach and consistently work with the 23 Tribal communities of New Mexico.
2. Proposed Center Location
  - a. Provide location details for the Center.
    - i. Address (if applicable)
    - ii. List the Tribes, Nations and Pueblos near the proposed location
3. Evaluation Plan
  - a. If awarded, the Center is required to provide an evaluation plan of activities within 45 days following the award disbursement. Please provide a summary of proposed evaluation goals and metrics.
4. Letters of Support
  - a. Attach a minimum of three (3) letters of support from Tribes, Nations, Pueblos or organizations that work with New Mexico's Tribal communities and/or Native American students and educators.

## C. BUSINESS SPECIFICATIONS

### 1. Letter of Transmittal Form

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

### 3. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost shall be measured by thorough completion of the Cost Response Form listing all necessary costs prior to submission. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

#### **4. Resident Business or Resident Veterans 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 shall be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Evaluation Factors</b> <i>(Correspond to Sections IV.B and IV.C)</i>	<b>Points Available</b>
<b>A. Technical Specifications (160 Total Points)</b>	
B. 1. Organizational Experience	60
B. 2. Mandatory Specification	100
<b>B. Business Specifications (60 Total Points)</b>	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Cost	60
<b>TOTAL POINTS AVAILABLE</b>	<b>220</b>
C.4. New Mexico / Native American Resident Preference	<b>8% of total points</b>
C.4. New Mexico / Native American Resident Veteran Preference Points per Section IV C.4	<b>10% of total points</b>

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

#### 1. B.1 Organizational Experience (See Table 1)

Points shall be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee shall also weigh the relevancy and extent of Offeror’s experience, expertise and knowledge; and of personnel education, experience and any certifications/licenses. In addition, points shall 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 Mandatory Specifications (See Table 1)

Points shall be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee shall also consider established relationships the Offeror has with Tribes, Nations and Pueblos.

**3. C.1 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**4. C.2 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**5. C.3 Cost (See Table 1)**

Offerors must complete the Cost Response Form in APPENDIX D. Cost shall be measured by thorough completion of the Cost Response Form listing all necessary costs prior to submission. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

**6. C.4 New Mexico Preferences**

Percentages shall 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 shall 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 shall be calculated as 10% of the total points available in this RFP.

**C. EVALUATION PROCESS**

1. All Offeror proposals shall be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive shall be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals shall be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V shall be



recommended for award (as specified in Section II.B.10). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

# APPENDIX A

## REQUEST FOR PROPOSAL

Tribal Education Technical Assistance Centers  
24-95000-91-00027

### ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and shall 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 shall be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**

To: Cecilia Roybal, Procurement Manager  
E-mail: Cecilia.Roybal@hed.nm.gov  
Subject Line: Tribal Education Technical Assistance Centers  
24-95000-91-00027

## 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) if any:** \_\_\_\_\_

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s)

---

---

---

(Attach extra pages if necessary)

Signature

Date

Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

**APPENDIX C**  
**DRAFT CONTRACT**

**NEW MEXICO HIGHER EDUCATION DEPARTMENT**  
**PROFESSIONAL SERVICES CONTRACT # \_\_\_\_\_**

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

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the following work:

**2. Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed \$1,000,000, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event shall the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days

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

**3. Term.**

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

**4. Termination.**

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

D. Termination Management. 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, shall 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 shall 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:

[insert name, address and email].

To the Contractor:

[insert name, address and email].

**25. Authority.**

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency's Chief Financial Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

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

By: \_\_\_\_\_  
GSD/SPD Contracts Review Bureau

Date: \_\_\_\_\_

## APPENDIX D

### COST RESPONSE FORM

Description	Approximate number of billable hours	Hourly Rate	Cost
Professional Salaries			
Independent contractors for ongoing training and technical assistance			
Payroll taxes			
Administrative Supplies and Expenses			
Travel			
Indirect costs			

Projected Non Personnel Expenses	(List projected non personnel expenses to include all operating costs, supplies, technology, etc.)	
Type of Expense	Description	Cost
<b>Total Projected Non Personnel Expenses</b>		<b>\$</b>

Cost Year 1	
+ GRT amount	
<b>Total Cost Year 1</b>	

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (01/01/2024 thru 06/30/2024) Price:\$ \_\_\_\_\_ + GRT \_\_\_\_\_  
= Total Cost: \_\_\_\_\_

\*Option Year 2: (07/01/2024 thru 06/30/2025) Price:\$ \_\_\_\_\_ +  
GRT \_\_\_\_\_ = Total Cost: \_\_\_\_\_

\*Option Year 3: (07/01/2025 thru 06/30/2026) Price:\$ \_\_\_\_\_ +  
GRT \_\_\_\_\_ = Total Cost: \_\_\_\_\_

\*Option Year 4: (07/01/2026 thru 06/30/2027) Price:\$ \_\_\_\_\_ +  
GRT \_\_\_\_\_ = Total Cost: \_\_\_\_\_

**\*Subject to budget availability.**



# APPENDIX E

## Letter of Transmittal Form

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

RFP#: 24-95000-91-00027

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

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED TIN#</b>	
<b>NM BTIN#</b>	

**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*
<b>Name</b>			
<b>Title</b>			
<b>E-mail</b>			
<b>Telephone</b>			

\* 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. Shall any subcontractor/s be used in the performance of any resultant contract? (Select one):**

No.  
 Yes. Identify subcontractor/s: \_\_\_\_\_

**4. Shall 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.)*