

State of New Mexico



New Mexico Indian Affairs Department

REQUEST FOR PROPOSAL (RFP)

#25-609-0000-00001

Energy Transition Services to Assist Tribal & Native People in Affected Areas

RFP Release Date: January 29, 2025

Proposal Due Date: February 10, 2025

Indian Affairs Department

Program Services Division

1220 St. Francis Drive, Suite 251, Santa Fe, NM 87505

TABLE OF CONTENTS

I. INTRODUCTION	4
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	4
B. BACKGROUND INFORMATION	4
C. SCOPE OF PROCUREMENT	7
D. PROCUREMENT MANAGER	7
E. PROPOSAL SUBMISSION	8
F. DEFINITIONS AND TERMINOLOGY	8
G. PROCUREMENT LIBRARY	12
II. CONDITIONS GOVERNING THE PROCUREMENT	13
A. SEQUENCE OF EVENTS	13
B. EXPLANATION OF EVENTS	13
1. Issue RFP.....	14
2. Acknowledgement of Receipt Form	14
3. Deadline to Submit Written Questions.....	14
4. Response to Written Questions	14
5. Submission of Proposal.....	14
6. Proposal Evaluation.....	15
7. Selection of Finalists	15
8. Best and Final Offers	15
9. Oral Presentations.....	15
10. Finalize Contractual Agreements	15
11. Contract Awards	16
12. Protest Deadline	16
C. GENERAL REQUIREMENTS	16
1. Acceptance of Conditions Governing the Procurement.....	16
2. Incurring Cost.....	17
3. Prime Contractor Responsibility.....	17
4. Subcontractors/Consent.....	17

5.	Amended Proposals	17
6.	Offeror’s Rights To Withdraw Proposal	17
7.	Proposal Offer Firm	17
8.	Disclosure of Proposal Contents	18
9.	No Obligation	18
10.	Termination	19
11.	Sufficient Appropriation	19
12.	Legal Review	19
13.	Governing Law	19
14.	Basis For Proposal	19
15.	Contract Terms and Conditions	19
16.	Offeror’s Terms and Conditions	20
17.	Contract Deviations	20
18.	Offeror Qualifications	20
19.	Right to Waive Minor Irregularities	21
20.	Change in Contract Representatives	21
21.	Notice of Penalties	21
22.	Agency Rights	21
23.	Right to Publish	21
24.	Ownership Of Proposals	21
25.	Confidentiality	22
26.	Electronic Mail Address Required	22
27.	Use Of Electronic Versions of this RFP	22
28.	New Mexico Employees Health Coverage	22
29.	Campaign Contribution Disclosure Form	23
30.	Letter of Transmittal	23
31.	Disclosure Regarding Responsibility	23
32.	New Mexico/Native American Resident Preferences	25
III.	RESPONSE FORMAT AND ORGANIZATION	27

A.	NUMBER OF RESPONSES	27
B.	NUMBER OF COPIES.....	27
C.	PROPOSAL CONTENT AND ORGANIZATION	27
IV.	SPECIFICATIONS.....	29
A.	DETAILED SCOPE OF WORK	29
B.	TECHNICAL SPECIFICATIONS	30
1.	Organizational Experience.....	30
2.	Organizational References	30
3.	Mandatory Specifications	31
C.	BUSINESS SPECIFICATIONS.....	32
a.	Financial Stability	32
b.	Letter of Transmittal Form	33
c.	Campaign Contribution Disclosure Form.....	33
d.	Oral Presentation	33
e.	Cost.....	33
f.	Resident Business or Resident Veterans Preference.....	33
V.	EVALUATION	34
A.	EVALUATION POINT SUMMARY	34
B.	EVALUATION FACTORS	34
C.	EVALUATION PROCESS	37
APPENDICES	38
APPENDIX A	-ACKNOWLEDGMENT OF RECEIPT FORM	38
APPENDIX B	- CAMPAIGN CONTRIBUTION DISCLOSURE FORM	41
APPENDIX C	- DRAFT CONTRACT	45
APPENDIX D	- COST RESPONSE FORM.....	54
APPENDIX E	- LETTER OF TRANSMITTAL FORM.....	55
APPENDIX F	- ORGANIZATIONAL REFERENCE QUESTIONNAIRE	58

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

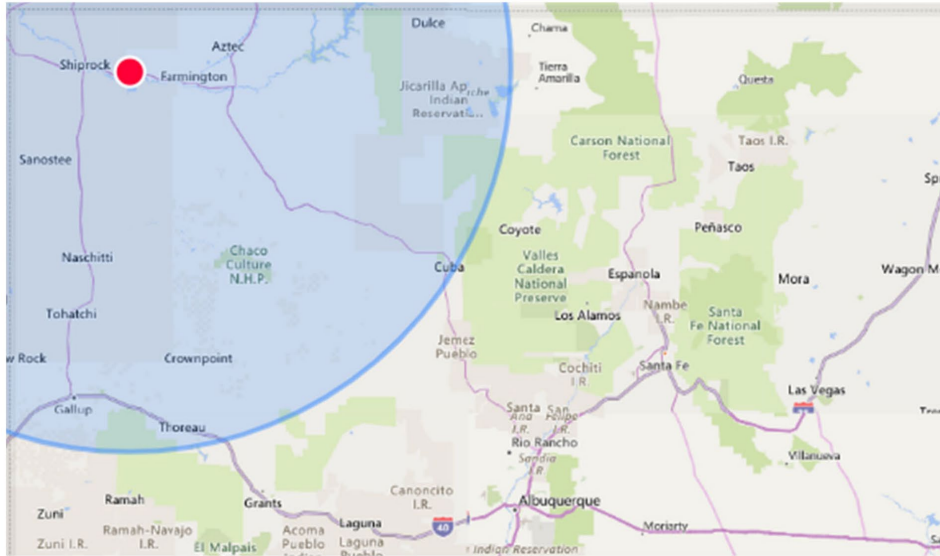
The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract, through a competitive bid process, for the procurement of professional services and/or facilities in communities affected by the abandonment or closure of a generating facility and which promotes the welfare of Indian people within those communities by:

- Utilizing a transformative approach to address systemic inequities;
- Providing education and training to community members on new technology and methods that create a modern experience and maintain the value and traditions of Indian people;
- Building capacity to revitalize a diverse economy; and
- Train and employ a localized workforce through educational enrichment that revitalizes cultural and traditional values.

B. BACKGROUND INFORMATION

The Energy Transition Act (ETA) establishes New Mexico as a national leader in clean energy. The ETA sets a statewide renewable energy standard of 50 percent by 2030 for New Mexico investor-owned utilities and rural electric cooperatives and a goal of 80 percent by 2040, in addition to setting zero-carbon resources standards for investor-owned utilities by 2045 and rural electric cooperatives by 2050. The law transitions New Mexico away from coal and toward clean energy, ensuring greater renewable energy production and reducing costs for consumers. It also provides tens of millions of dollars of economic and workforce support for communities impacted by coal plant closures, as well as the development of renewable replacement power in San Juan County.

Opening in 1973, the San Juan Generating Station was New Mexico's second largest coal-fired power plant until it retired its last units in September 2022. The closure of the San Juan Generating Station located at 6800 N County Rd, Waterflow, NM 87421, is a facility closure covered by the ETA. The New Mexico counties that lie within 100 miles of the San Juan Generating Station are part of the affected community. The affected community includes the following counties: San Juan, McKinley, Rio Arriba, and Sandoval. The tribal lands within the affected community are the Navajo Nation and the Jicarilla Apache Nation.



Map of Areas in New Mexico within a 100-mile radius of Waterflow, New Mexico (shown in blue)

The closure of the San Juan generating station resulted in many members of the Navajo Nation losing crucial jobs. The funds provided by the ETA will provide a significant impact to all affected nearby tribal communities.

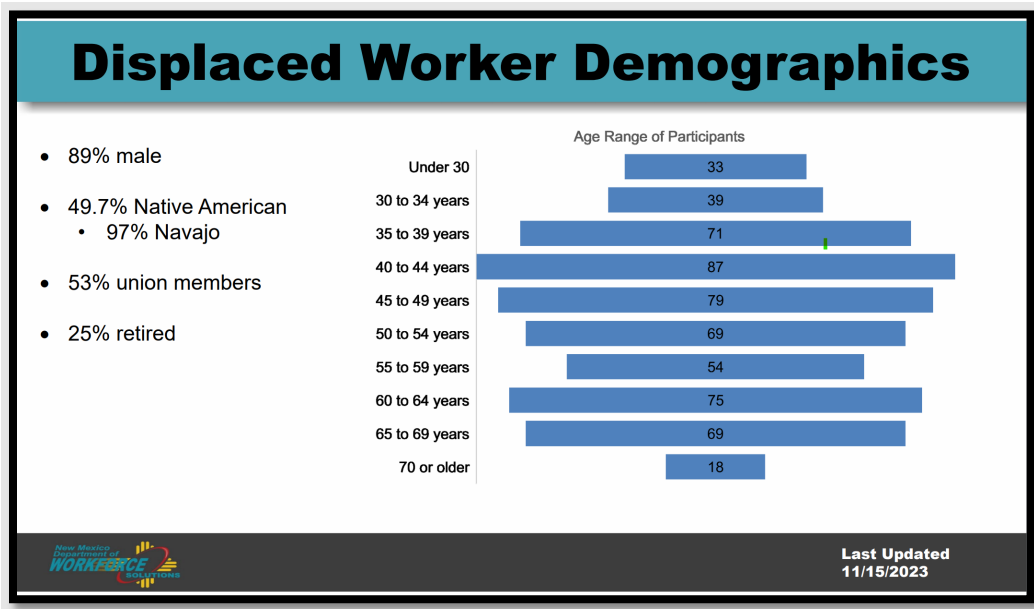


Figure 1: https://www.dws.state.nm.us/Portals/0/PDF/Displaced_Worker_Plan_23-11-15.pdf

The ETA creates three funds that sit within three state departments- the Department of Workforce Solutions (DWS), the Economic Development Department (EDD), and the Indian Affairs Department (IAD). The ETA requires that each Department administer its funds based on input from the public planning process and a Community Advisory Committee. The State of NM and local conveners formed a Community Action Committee and requested proposals from entities in the affected community that would create economic activity for the region that focus on collaboration and tangible results for long-term jobs creation.

The Community Advisory Committee be comprised of the following community members:

- Each municipality in the affected community
- Each county in the affected community
- Each Indian Nation, Pueblo, Tribe in the affected community
- Each land grant in the affected community
- Four appointees representing diverse economic and cultural perspectives of the affected community; and
- One appointee representing displaced workers in the affected community

The Community Advisory Committee sponsored three community meetings to seek input to best direct the use of funds. In addition to the three community meetings, IAD engaged in more extensive community engagement with Navajo Nation executive leadership to solicit feedback. After receiving input from entities in the affected communities, the Community Advisory Committee elected to use the funding in the Indian Affairs fund to support projects that focused on food sovereignty, honoring tribal farming traditions and supporting renewable energy.

To distribute ETA funding, IAD will issues this RFP to allocate the funds appropriated for the ETA Indian Affairs fund. The amount of the energy transition bonds as noted in the ETA are as follows: the Indian Affairs fund receives one-half percent; the EDD assistance fund receives one and sixty-five hundredths percent, and the DWS displaced worker assistance fund receives three and thirty-five hundredths percent. As a result, the ETA funding is distributed as follows:

- | | |
|-------------------------------------|--------------|
| • Department of Workforce Solutions | \$12,093,500 |
| • Economic Development Department | \$5,956,500 |
| • Indian Affairs Department | \$1,805,000* |

Under the ETA, expenditures from the fund shall be made as follows:

(1) to an entity approved by the Indian Affairs Department to receive funds for any program established at the Indian Affairs Department; and

(2) to tribal governments, public agencies or private persons to provide services and facilities in the affected community for promoting the welfare of Indian people.

*To date, IAD has issued \$300,000 in awards from the fund. IAD intends to award the remainder of the funds which is \$1,505,000, to address needs of the affected community. IAD hopes to fund projects that are innovative, demonstrate community support, and align with principles of tribal sovereignty and self-governance. Proposals that take a transformative approach and focus on addressing systemic inequities will be prioritized for

funding. Efforts aimed at building capacity within the affected communities to revitalize a diverse economy will be prioritized as well.

C. SCOPE OF PROCUREMENT

The IAD is requesting proposals from responsible Offerors to provide services and/or facilities to tribal and Native people in the affected community and that promote the welfare of tribal and Native people within the affected community i.e. tribal communities that are within 100 miles of the San Juan Generating Station. Examples of projects that could be funded through this procurement include projects that focus on food sovereignty and renewable energy.

Eligible entities include local governments, counties, schools, and tribes, pueblos, nations, sole proprietors, LLC, C – Corp and any other business legally registered with the NM Secretary of State.

This RFP may result in multiple awards and all funds must be expended by June 30, 2025.

D. PROCUREMENT MANAGER

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

Name: Tanya Lansing, New Mexico Indian Affairs Department, Procurement Manager
Address: 1220 S. St. Francis Drive, Suite 251, Santa Fe, NM 87505.
Telephone: (505) 709-0951
Email: Tanya.Lansing@iad.nm.gov

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

E. PROPOSAL SUBMISSION

Submissions of all proposals must be submitted to the physical address listed above by the date and time specified in the Sequence of Events.

F. DEFINITIONS AND TERMINOLOGY

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

1. **“Affected communities”** is defined as “a New Mexico county located within one hundred miles of a New Mexico facility producing electricity that closes, resulting in at least forty displaced workers.”
2. **“Agency”** means the Indian Affairs Department.
3. **“Award”** means the final execution of the contract document.
4. **“Awarded Offeror”** means the Offeror(s) who is awarded a contract and becomes the Contractor responsible for providing the goods and services specified in the awarded contract.
5. **“Business Hours”** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
6. **“Close of Business”** means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
7. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
8. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
9. **“Contractor”** means any business having a contract with a state agency or local public body.

10. **“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.
11. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
12. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes the entire proposal.
13. **“Energy Transition Act”** – State legislation passed in 2019 sets statewide renewable energy standards for renewable resources, including appropriations to Indian Affairs Department.
14. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
15. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendations for contract award. The Report will contain scores and written evaluations of all responsive Offeror proposals.
16. **“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, as explained in Section II.B.7.
17. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
18. **“IAD”** means the New Mexico Indian Affairs Department.
19. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
20. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
21. **“Multiple Source Award”** means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.

22. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
23. **“Operational Period”** means the contract period that starts when Final Completion has been achieved by the Offeror.
24. **“Qualified Technician”** means the Contractor shall ensure that the workforce installing, maintaining, and operating chargers has the appropriate licenses, certifications, and training to ensure that the installation and maintenance of chargers is performed safely by a qualified and increasingly diverse workforce of licensed technicians and other laborers.
25. **“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.
26. **“Procurement Manager”** means any person or designee authorized by a 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/or enter into or administer contracts as a result of the RFP procurement.
27. **“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 from the agreement(s) awarded as a result of this RFP.
28. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
29. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
30. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
31. **“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.

- 32. **“Responsive Offer”** means a Proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
- 33. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
- 34. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
- 35. **“State (the State)”** means the State of New Mexico.
- 36. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
- 37. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.) if/when required.
- 38. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

Acronyms

ACRONYMS	MEANING
ADA	Americans with Disabilities Act
BAFO	Best and Final Offer
CPO	Chief Procurement Officer
GSD	General Services Department
IAD	Indian Affairs Department
NPT	Nations, Pueblos and Tribes

ACRONYMS	MEANING
RFP	Request for Proposal
SPD	State Purchasing Division
SONM	State of New Mexico

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 the electronic version of this document through your own internet connection. The library contains information listed below:

<https://www.iad.nm.gov/programs-and-funding/energy-transition-act/>.

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 will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	01/29/2025
2. Acknowledgement of Receipt Form	Potential Offerors	02/04/2025 5PM
4. Deadline to submit Written Questions	Potential Offerors	02/05/2024 5PM
5. Response to Written Questions	Procurement Manager	02/07/2024 5PM
6. Submission of Proposal	<i>Potential Offerors</i>	02/10/2025 3PM
7.* Proposal Evaluation	Evaluation Committee	02/13/2025-02/19/2025
8.* Selection of Finalists	Evaluation Committee	02/21/2025
9.* Best and Final Offers	Finalist Offerors	N/A
10. Oral Presentations	Finalist Offerors	N/A
11.* Finalize Agreement	Agency/Finalist Offerors	02/24/2025-02/28/2025
12.* Contract Awards	Agency/ Finalist Offerors	03/03/2025
13.* Protest Deadline	Agency	03/18/2025
14. Effective Date of Contract (Approximate)	Agency	03/24/2025

*Dates indicated in Events 7 through 13 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 State of New Mexico, Indian Affairs Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors must e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Tanya Lansing at tanya.lansing@iad.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 MT on the date indicated in Section II.A, Sequence of Events

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

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM MT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to: <https://www.iad.nm.gov/programs-and-funding/energy-transition-act/>.

5. Submission of Proposal

*Only **electronic** proposal submissions are allowed.* No hard copy proposals will be accepted. All proposals must be submitted to the following web address: <https://www.dropbox.com/request/Q0jCg8UEZb9ejNmKMNgd> for

review and evaluation by the Evaluation Committee no later than 3:00 pm Mountain time specified in Sequence of Events. Proposals received after this deadline **will not be accepted**. The date and time of receipt will be recorded on each proposal.

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

6. Proposal Evaluation

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

7. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. Finalist will be comprised of up to eight (8) Offerors receiving the highest cumulative scores in the following sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References, and Section IV.B.3 Mandatory Specifications.

8. Best and Final Offers

No Best and Final Offers will be requested for this procurement.

9. Oral Presentations

No Oral Presentations will take place under this procurement.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A.,

Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

The award is subject to appropriate Department and State approval. Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter.

12. Protest Deadline

Any protest by an Offeror must be submitted timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of 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:

Protest Manager: Delilah Tenorio, General Counsel
Protest Manager's e-mail address: delilah.tenorio@iad.nm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL 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 Contractor will 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 proposal due date. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights To Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer if the Offeror is invited or required to submit one. Correction or withdrawal of an Offeror's Proposal to this RFP due to an inadvertent, nonjudgmental mistake in the Proposal requires careful consideration

to protect the integrity and fairness of competition. If the mistake is attributable to an error in judgment, the Proposal may not be corrected. Correction or withdrawal by reason of a nonjudgmental mistake may be permissible but only to the extent authorized in [Procurement Code Regulations 1.4.1.14 through 1.4.1.28 NMAC](#) of these rules and regulations

No Offeror may withdraw its Proposal within the one-hundred twenty (120) day period, unless notified by the potential Offeror that it does not intend to enter into a contract with the Procuring government entity. Any Offeror may elect, in its sole discretion, to extend the validity of its Proposal beyond the time periods set forth above.

8. Disclosure of Proposal Contents

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

a. ***Proprietary and Confidential information is restricted to:***

1. confidential financial information concerning the Offeror's organization; and
2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.

- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.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 will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis For Proposal

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

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract (APPENDIX C). However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract (APPENDIX C) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract (APPENDIX C). Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation Committee), the proposal appears to be conditioned on the exception, or correction of

what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process.

Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Proposal as defined in §13-1-83 and §13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee may make such investigations necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Proposal as defined in §13-1-83 and §13-1-85 NMSA 1978.

20. Change in Contract Representatives

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.20. 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.

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 or SPD.

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 government entity's written permission.

26. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.4, Response to Written Questions).

27. Use Of Electronic Versions of this RFP

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

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders

to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

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

The Letter of Transmittal MUST:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Proposal, (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, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal that includes responses to ALL items as indicated above, will 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 will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the 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 of 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 and Revenue at <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 Preference shall not apply if/because 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. NUMBER OF COPIES

Electronic Responses

For proposals submitted electronically, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. 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 the 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.

Offeror should deliver:

- a) **Technical Proposals** – One (1) electronic upload must be organized in accordance with Section III. C. Proposal Content and Organization. All information for the Technical Proposal must be combined into a single file/document for uploading. The Technical Proposal **SHALL NOT** contain any cost information.
 - Proposals containing confidential information **must** be submitted as two separate binders:
 - i. **Unredacted** version for evaluation purposes
 - ii. **Redacted** version (information blacked out and not omitted or removed) for the public 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.

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

C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows: electronically to the following web address:
<https://www.dropbox.com/request/Q0jCg8UEZb9ejNmKMNgd>

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 Disclosure Form
3. Table of Contents
4. Proposal Summary
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's (Additional) Terms and Conditions (from Section II.C.16) if applicable
7. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
 - a. General Work Plan
 - b. Alignment with Affected Community
 - c. Capacity and Sustainability
 - d. Organizational References (Appendix F)
 - e. New Mexico/Native American Resident Preferences (if applicable)
8. Other Supporting Material (if applicable)

Cost Proposal:

- a. 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 will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

The Contractor shall provide services or facilities for promoting the welfare of Indian people in the affected communities by:

- a) Utilizing a transformative approach to address systemic inequities
- b) Providing education and training to community members of new technology and methods that create a modern experience and maintain the values and traditions of Indian people
- c) Building capacity to revitalize a diverse economy
- d) Train and employ a localized workforce through educational enrichment that revitalizes cultural and traditional values

The ideal Offeror must demonstrate skills and experience including but not limited to the following:

1. High Level Requirements:

- a) Ability to demonstrate benefit to tribes, nations, pueblos
- b) Ability to demonstrate that the project is technically feasible in the time allotted by providing detailed descriptions of relevant technologies, design, and implementation.
- c) Ability to demonstrate how the project benefits surrounding communities.
- d) Detailed descriptions of community and employee engagement plans
- e) Ability to prove that the contractor selected by the applicant to complete the project possesses prior experience carrying out similar tasks within comparable timeframes

2. Deliverables and Outcomes:

The project(s) selected will provide detailed progress and budget updates, with a final project report due to IAD upon completion of the project.

3. Implementation Plan:

The project(s) selected will provide a detailed implementation plan including scheduling, scope statement, implementation strategy.

General Expectations:

The offeror must demonstrate the expertise necessary to perform the Scope of Work, including the requisite knowledge and background regarding the ETA and Tribal community engagement. Programs must be in scope of the procurement and target the affected community (Section I. C):

- a) Providing education and training to community members of new technology and methods that creates a modern experience and maintains the values and traditions of Indian people.
- b) Training and employing a localized workforce through educational enrichment which revitalizes cultural and traditional values.

B. TECHNICAL SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each of the numbered mandatory specifications. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

1. Organizational Experience

The offeror will:

- a) Perform the Scope of Work as set forth in Section IV(A) above in its entirety.
- b) Perform all work associated with this contract in the United States.
- c) Employ sufficient staff as required to ensure successful performance of the complete Scope of Work including all training, technical assistance, customer support, and reporting expectations.
- d) Maintain a level of work performance and customer service consistent with high professional standards in the industry. All employees assigned to perform work relating to this contract will be capable, efficient and no less qualified than other employees of the contractor performing the same or similar work.

2. Organizational References**General Expectations:**

The offeror must provide three (3) external references from clients who have received similar services to those proposed for this contract, especially those projects in the public sector that have occurred within the past five (5) years. If the offeror proposes to use subcontractors for significant portions of the scope of work, the offeror shall provide additional three (3) external references for each major subcontractor, if applicable. Offeror shall include the following Business Reference information as part of its proposals:

- a). Client name;

- b). Project description;
- c) Project dates;
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Client project manager name, telephone number, fax number and email address.

Offeror is required to submit Appendix F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the Agency designee identified in Appendix F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the proposal submission date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be present on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II. C.18.

Oral Presentations

No Oral Presentations will be required under this RFP.

3. Mandatory Specifications

1) General Work Plan

The Offeror shall provide a draft work plan identifying the key tasks to be completed by the offeror to implement the proposed program. The following elements should be included:

- a) Description of program
- b) Goals & Objectives
- c) Defined Scope
- d) Outline resource need and use
- e) Create a project schedule
- f) Communication/outreach plan

2) Alignment with affected community

The offeror shall demonstrate:

- a) Ability to employ community engagement strategies
- b) That significant support from the community exists
- c) How this program aligns with the goals of the affected community
- d) How this program makes a meaningful difference in the lives of community members
- e) Proposals that take a transformative approach and focus on addressing systemic inequities in the affected community.

3) Capacity & Sustainability

The offeror shall demonstrate:

- a) Sustainability of the program by effectively articulating the objectives, methodologies, anticipated outcomes, and the long-term benefits of the program.
- b) Comprehension of the complex interactions among social, environmental, and economic aspects.

4) Reporting

The offeror shall provide a detailed summary report that includes but is not limited to:

- a) Outcomes of services provided
- b) Number of individuals served by demographic
- c) Other relevant data based on the above mandatory requirements

C. BUSINESS SPECIFICATIONS

a. Financial Stability

List any pending lawsuit or bankruptcy petitions, any lawsuit or bankruptcy that has been concluded within the last five years, or any current investigation of the offeror, its parent, affiliates, or subsidiaries that may be relevant to the operation of this program. Include a brief description of each item listed.

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

b. Letter of Transmittal Form

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

c. Campaign Contribution Disclosure Form

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

d. Oral Presentation

No oral presentations will be required under this RFP.

e. Cost

Offerors must complete the Cost Response Form in Appendix D. Cost will be measured by the total cost per state fiscal year for implementation of their service.

f. 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, a copy of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

	Points
Technical Specifications (corresponds to Sections IV.B and IV.C)	
1. Organizational Experience	
• Relevant experience with other customers/states	80
2. Organizational References	120
3. Mandatory Specifications	
a) General Work Plan	100
b) Alignment with Affected Community	100
c) Capacity and Sustainability	100
d) Reporting	100
Business Specifications	
1. Financial Stability	
• No pending lawsuits/bankruptcy	Pass/Fail
• Financial statements (solvency)	Pass/Fail
2. Letter of Transmittal Form Provided	Pass/Fail
3. Campaign Contribution Disclosure Form Provided	Pass/Fail
4. Cost Proposal	100
Total Points Available	700
5.a. New Mexico/Native American Resident Preference	56
5.b. New Mexico/Native American Resident Veteran Preference Points per Section V.B.5.b	70

B. EVALUATION FACTORS

Points will be awarded on the basis of the quality of the response, clarity of the response, perceived likelihood of the success of the response and/or applicability of the response to the need at hand for the following evaluation factors:

TECHNICAL SPECIFICATIONS

1. Organizational Experience (See Table 1)

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

2. Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

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

No Oral Presentations will be required for this RFP.

3. Mandatory Specifications

The Offeror shall be evaluated on its ability and proposed plan to perform the scope of work based on the evaluation factors outlined in the section above.

a) General Work Plan (100 points)

The Offeror shall be evaluated on its ability and proposed plan to perform the scope of work. Provide a narrative description, charts, and exhibits to demonstrate how the Offeror will meet the mandatory requirements. The Offeror shall be evaluated on its ability to articulate and define the project goals and success criteria.

b) Alignment with Affected Community (100 points)

The Offeror shall be evaluated on its demonstration of sufficient knowledge with the affected community including how the Offeror plans to coordinate with various entities and offices.

c) Capacity and Sustainability (100 points)

The Offeror shall provide a description of the Offeror team’s capacity to perform work, the project team structure and the availability of its staff to meet required schedules, as well as internal controls for employees and/or staff. The Offeror shall be evaluated on what measures are in place to provide sustained services, as needed, to the affected community.

d) Reporting (100 points)

The Offeror shall be evaluated on its approach to analyzing relevant metrics to assess the long-term impact of the project. The offeror shall be evaluated on its ability to demonstrate and measure the impact of the executed plan on the affected community, including the demographics of those served.

BUSINESS SPECIFICATIONS

1. Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

No pending lawsuits/bankruptcy
Financial statements (solvency)

2. Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

3. Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

4. Cost (See Table 1)

The Offeror will be evaluated based on the total cost of implementation of the program for contract period. The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

Lowest Responsive Offeror’s Cost

Each Offeror's Cost

5. New Mexico Preferences

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

5.a. New Mexico Resident Business Preference/Native American Resident Preference

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

5.b. New Mexico/Native American Resident Veteran Preference

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

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores 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 will be recommended for award (as specified in Section II.B.11). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDICES

APPENDIX A -ACKNOWLEDGMENT OF RECEIPT FORM

REQUEST FOR PROPOSALS
Energy Transition Services for Tribal Communities
#RFP 25-609-0000-00001
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 will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

This form is due to the Procurement Manager by 2/4/2025 by 5PM MT.

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Tanya Lansing, New Mexico Indian Affairs Department, Procurement Manager

E-mail: Tanya.Lansing@iad.nm.gov

Subject Line: ***Energy Transition Services for Tribal Communities #RFP 25-609-0000-00001***

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (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: Governor of New Mexico and Lieutenant Governor

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

The Agreement included in this Appendix C represents the contract the Agency intends to use to make awards. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

STATE OF NEW MEXICO

INDIAN AFFAIRS DEPARTMENT PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

The Contractor shall provide services and/or facilities in the affected community for promoting the welfare of Indian people within the State of New Mexico by:

- Utilizing a transformative approach to address systemic inequities.
 - Providing education and training to community members of new technology and methods that creates a modern experience and maintains the values and traditions of Indian people.
- Building capacity to revitalize a diverse economy.
 - Train and employ a localized workforce through educational enrichment which revitalizes cultural and traditional values.
- A project that focuses on food sovereignty and renewable energy in the affected community.
- Any other work specified in the scope of work that appears in Attachment A.

Deliverables.

Subject to this agreement, Contractor will provide written materials to the Agency no later than June 30, 2025, including services provided, number of people served, and other demographics (i.e. new tribal affiliation, location, etc.).

2. Compensation.

A. The total compensation under this Agreement shall not exceed DOLLAR AMOUNT including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$0.00) 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 DOLLAR AMOUNT AND ZERO CENTS (\$0.00). 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 will 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 WILL NOT BE PAID.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/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, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any

Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

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

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

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

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

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

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

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

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

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

To the Agency:
Indian Affairs Department
Attn: Janelle Frederick, Deputy Secretary
1220 S. St Francis Drive, 2nd Floor
Santa Fe, NM 87505
janelle.frederick@iad.nm.gov
(505)479-2627

To the Contractor:
{ }

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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

By: _____ Date: _____
Josett D. Monette, Esq., Cabinet Secretary

By: _____ Date: _____
Delilah Tenorio, General Counsel – Certifying legal sufficiency

By: _____ Date: _____
Contractor

By: _____ Date: _____

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: N/A

By: _____ Date: _____
Taxation and Revenue Department

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

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

APPENDIX D – COST RESPONSE FORM

Offerors must complete the table below, or similar table with all required and optional costs associated with the response to the RFP including any gross receipts taxes. Please include the type of cost (direct costs, indirect costs, travel, materials, labor, construction, permitting, etc.).

Description	Type	Required/ Optional	Cost per Item
Any Relevant GRT			
Total Cost			

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).

APPENDIX E – LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

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

RFP#: 25-609-0000-000001

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

-

3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

___ No.

___ Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

___ No.

___ Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1 above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____ Date: _____

(Must be signed by the individual identified in item #2.A, above.)

APPENDIX F – ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Tanya Lansing (Tanya.Lansing@iad.nm.gov) by 2/10/2025 at 3PM MT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 25-609-0000-00001

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

FOR:

↑ Offeror, your name goes here ↑

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the Procurement Manager via e-mail to:

Name: Tanya Lansing, New Mexico Indian Affairs Department, Procurement Manager

Telephone: (505) 709-0951

Email: Tanya.Lansing@iad.nm.gov

Forms must be submitted no later than 2/10/2025 at 3 P.M. MT and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide thorough comments in response to the questions asked. The comments you provide will help the State of New Mexico evaluate the above-referenced Offeror's service history, successful execution of services, and evidence of customer/client satisfaction.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project/Service description	
Project/Service dates (start and end dates)	
Technical environment for the project (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this company in the past?

2. How would you describe this company's knowledge and expertise?

___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you describe this company flexibility relative to changes in the project scope and timelines?

___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. How satisfied are you with the materials/documentation produced by this company

___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you describe the dynamics/interaction between this company's personnel and your staff?

___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS

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

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

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

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

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

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

10. Would you recommend this company's services to your organization again? Why or why not?

11. Is there any other information you wish to share regarding this company?