NEW MEXICO DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS

Traffic Safety Division

RFP No. 20-33
Motorcycle Training Program

July 2019
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I. ADVERTISEMENT

New Mexico Department of Transportation
Traffic Safety Division

RFP No. 20-33

Motorcycle Training Program

The New Mexico Department of Transportation (NMDOT) is requesting proposals from qualified firms or Offerors for the purpose of hiring a Contractor to provide professional services for statewide motorcycle training.

Proposals shall be valid for one hundred twenty (120) days subject to all action by the New Mexico Department of Transportation. NMDOT reserves the right to reject any or all proposals in part or in whole. Proposals shall be submitted in a sealed container or envelope indicating the proposal title and number along with the Offeror’s name and address clearly marked on the outside of the container or envelope. All proposals must be received and recorded by the Procurement and Facilities Management Division, NMDOT, 1120 Cerrillos Rd., Rm. #113, Santa Fe, NM 87505, no later than 2:00 P.M. (Mountain Daylight Time) on Wednesday, July 31, 2019.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin. Proponents of this work shall be required to comply with the President’s Executive Order No. 11246 as amended.

Request for Proposals will be available by contacting Christina Baca by telephone at (505) 469-8800, or by email at Christina.Baca2@state.nm.us or by accessing NMDOT’s website at: http://dot.state.nm.us/content/nmdot/en/RFP_Listings.html

ANY PROPOSAL SUBMITTED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.

Publish on July 21, 2019
II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Department of Transportation (NMDOT) is soliciting a Contractor to comprehensively and effectively administer the New Mexico Motorcycle Safety Program (NMMSP) to cooperate and provide training throughout the State of New Mexico Pursuant to NMSA 1978, Section 66-10-10.

B. SCOPE OF WORK

The selected Offeror shall perform the services as specified in “Appendix A, Scope of Work”.

C. SCOPE OF PROCUREMENT

The Department intends on establishing a four (4) year, single award pursuant to this RFP. In no case will the contract exceed a total of four (4) years in duration from the date of the initial Agreement.

D. PROCUREMENT MANAGER

The Agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Christina Baca  
Procurement and Facilities Management Division  
New Mexico Department of Transportation  
1120 Cerrillos Rd., Rm #113  
Santa Fe, NM 87504  
Ph. (505) 469-8800  
Email: Christina.Baca2@state.nm.us

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the NMDOT.
E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document. “Agency”, “Department” or “NMDOT” means the New Mexico Department of Transportation.

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

“Business Hours” means 7:45 AM thru 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Close of Business” means 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“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 NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means any business having a contract with a state agency or local public body.

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” means a body appointed by the Agency to perform the evaluation of Offeror proposals.

“Finalist” is defined as 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.

“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.

“IT” means Information Technology.
“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Manager” means any person or designee authorized by the Agency to enter into or administer contracts and make written determinations with respect thereto.

“Procurement and Facilities Management Division or PFMD” means the Procurement and Facilities Management Division within the NMDOT Office of Business Support.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.
“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the New Mexico Department of Transportation.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

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### III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

#### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule:

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue of RFP</td>
<td>NMDOT</td>
<td>07/21/2019</td>
</tr>
<tr>
<td>2. Distribution List Response Due</td>
<td>Offerors</td>
<td>07/23/2019</td>
</tr>
<tr>
<td>3. Deadline to Submit Additional Written Questions</td>
<td>Offerors</td>
<td>07/24/2019</td>
</tr>
<tr>
<td>4. Response to Written Questions/RFP Amendments</td>
<td>NMDOT</td>
<td>07/26/2019</td>
</tr>
<tr>
<td>5. Submission of Proposal (Due 2:00 p.m. MDT)</td>
<td>Offerors</td>
<td>07/31/2019</td>
</tr>
<tr>
<td>6. Proposal Evaluation</td>
<td>Evaluation Committee</td>
<td>August 2019</td>
</tr>
<tr>
<td>7. Selection of Finalists</td>
<td>Evaluation Committee</td>
<td>August 2019</td>
</tr>
<tr>
<td>8. Oral Presentation by Finalists (If applicable)</td>
<td>Offeror</td>
<td>August 2019</td>
</tr>
<tr>
<td>9. Best and Final Offers</td>
<td>Offeror</td>
<td>August 2019</td>
</tr>
<tr>
<td>10. Finalize Contract</td>
<td>Offeror/NMDOT</td>
<td>August 2019</td>
</tr>
<tr>
<td>11. Contract Award</td>
<td>NMDOT</td>
<td>August 2019</td>
</tr>
</tbody>
</table>
B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. Issue of RFP

This RFP is being issued by the New Mexico Department of Transportation.

2. Distribution List Response Due

Potential Offerors should hand deliver, or return by facsimile, email or by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document (See “Appendix D”) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on July 23, 2019. The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Additional Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until the close of business on July 24, 2019. All written questions must be addressed to the Procurement Manager (See Section II, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on July 26, 2019 to all potential Offerors whose organization name appears on the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than one (1) day after the answers and/or amendments were issued.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. MDT ON JULY 31, 2019. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP No. 20-33, Motorcycle Training Program. Proposals submitted by facsimile will not be accepted.
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 Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

6. **Proposal Evaluation**

The evaluation of proposals will be performed by an evaluation committee appointed by the Agency. This process will take place during the month of **August 2019**. 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, but 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 Procurement Manager will notify the finalist Offerors in the month of **August 2019**. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the Oral Presentations will be determined at that time.

8. **Oral Presentation by Finalists (if applicable)**

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time and location for each Offeror presentation. Presentations, if required, will be held in **August 2019** and will be limited to one (1) hour in duration.

9. **Best and Final Offers From Finalists (if applicable)**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers in **August 2019**. Best and final offers may be clarified and amended at the finalist Offeror’s oral presentation.

10. **Finalize Contract**

The contract will be finalized with the most advantageous Offeror in the months of **August 2019**. This date is subject to change at the discretion of the Agency. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the NMDOT reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.
11. **Contract Award**

NMDOT anticipates awarding the contract in the months of **August 2019**. These dates are subject to change at the discretion of the Agency. The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

12. **Right to Protest**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, 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 award of contracts and will end at 4:30 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. Emailed protests will not be considered as properly submitted. The protest must be mailed or hand delivered to:

New Mexico Department of Transportation  
Procurement and Facilities Management Division  
Attn: Christina Baca, Director  
1120 Cerrillos Rd., Room #113  
Santa Fe, New Mexico 87504

C. **GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with Chapter 13, NMSA 1978 and NMAC 1.4.1.

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

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section VI of this RFP.

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 contract that may result from this RFP shall specify that the prime Contractor is solely responsible for fulfillment of the contract with NMDOT. NMDOT will make contract payments only to 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. **Certifications and Licenses**

Potential Offerors must have the proper certifications and licenses to do business in New Mexico as follows:

**Corporations:**
- File Articles of Incorporation with the New Mexico Secretary of State and record with the County pursuant to NMSA 1978, Section 53-4-6.
- Name of registered agent pursuant to NMSA 1978, Section 53-5-2.
- Certificate of Authority from the New Mexico Secretary of State indicating that the corporation is authorized to conduct business in New Mexico pursuant to NMSA 1978, Sections 53-17-6 and 53-17-8.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

**Limited Liability Companies:**
- Registered office and registered agent for service of process that is either a New Mexico Resident or domestic corporation, limited liability company, or partnership that is located in New Mexico.
- File an Application for Registration with the New Mexico Secretary of State to conduct business in New Mexico and must obtain a Certificate of Good Standing from the New Mexico Secretary of State to conduct business in New Mexico.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

**Limited Partnerships:**
- Apply for Certificate of Registration with the New Mexico Secretary of State pursuant to NMSA 1978, Sections 54-2-1 through 54-2-48.
- File a Statement of Qualifications with the New Mexico Secretary of State pursuant to NMSA 1978, Sections 54-1A-101 through 54-1A-1206.
• Obtain a Federal employer identification number.
• Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

General Partnerships:
• File a Statement of Partnership Authority with the Secretary of State pursuant to NMSA 1978, Sections 54-1A-101 through 54-1A-1206.
• Obtain a Federal employer identification number.
• Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

Sole Proprietorships and Joint Ventures:
• Obtain a Federal employer identification number.
• Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

6. Amended Proposals

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

7. Offerors' 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 signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

8. 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.

9. Disclosure of Proposal Contents

A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

C. Confidential data is restricted to:
   1. confidential financial information concerning the Offeror’s organization;
   2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
   3. PLEASE NOTE: 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 data for which an Offeror has made a written request for confidentiality, the Agency shall examine the Offeror’s 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 confidential data.

10. No Obligation

This RFP in no manner obligates the Agency or any of its Programs to the use of any Offeror’s services until a valid written contract is awarded and approved by appropriate authorities.

11. Termination

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

12. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected 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.

13. Legal Review

NMDOT requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

14. 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.
15. **Prohibited Bidding**

Pursuant to Section 10-16-13 NMSA 1978 no state agency or political subdivision of the State shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications or evaluation criteria on which the specific competitive bid or proposal was based.

A person accepting a bid or proposal on behalf of a state agency or political subdivision of this State shall exercise due diligence to ensure compliance with this section.

16. **Consent to Jurisdiction and Venue**

If a recipient of this RFP chooses to offer a proposal, the Offeror understands and agrees that by submitting such proposal to the Agency, they thereby consent to and agree to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from the contract selection and/or approval process in response to this RFP, or any dispute arising under or resulting from the performance of any contract resulting from this RFP, which cannot be resolved informally. The Offeror, by submitting such proposal, waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Offeror. By submitting such proposal, the Offeror agrees and consents that the Santa Fe County District Court shall have venue and jurisdiction over all matters arising or derived from this RFP.

17. **Basis for Proposal**

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

18. **Contract Terms and Conditions**

The Contract between NMDOT and the Contractor will follow the format specified by the Agency and contain the terms and conditions as set forth in “Appendix C” (Contract for Federal Funding). NMDOT reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP.

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

Should an Offeror object to any of the Agency’s terms and conditions, as contained in this Section or in “Appendix A”, that 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 are not acceptable to NMDOT and will result in disqualification of the Offeror's proposal.

The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Contract. In the event the Offeror’s proposal conflicts with the RFP, the RFP governs, and, in the event the Agreement conflicts with the proposal, the Agreement governs.

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.

19. **Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with NMDOT.

20. **Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between NMDOT and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

21. **Contract Negotiations**

Contract negotiations may be held in accordance with applicable provisions of 1.4.1.39 NMAC Procurement Code Regulations.

22. **Offeror Qualifications**

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

23. **Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.
24. **Change in Contractor Representatives**

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

25. **Notice of Penalties**

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

26. **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.

27. **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.

28. **Ownership of Proposals**

All documents submitted in response to this Request for Proposals shall become the property of the NMDOT.

29. **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 Agency’s written permission.

30. **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.
31. **Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the NMDOT, the version maintained by the NMDOT shall govern.

32. **New Mexico Employees Health Coverage (See “Appendix F”)**

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 programs.

D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitation on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

33. **Disclosure of Campaign Contributions (See “Appendix E”)**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form 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. Failure to complete and return the signed unaltered form will result in disqualification.

34. **Pay Equity Reporting Requirements**

*If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, offeror must complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) with their bid or proposal for evaluation purposes.*

For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date.
and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

Should offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

35. 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.

36. **New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue: [http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx](http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx).

A. **New Mexico Business Preference**

B. **New Mexico Resident Veterans Business Preference**

An agency shall not award a business both a resident business preference and a resident veteran business preference.

*The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.*

37. **Conflict of Interest; Governmental Conduct Act.**

The Offeror warrants that it presently has no interest and 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. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.
IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Offerors shall deliver four (4) identical copies of their proposal to the location specified in Section II, Paragraph D on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Offerors are strongly encouraged to limit their proposals to a maximum of fifty (50) pages. Exclusions to this limitation will be the letter of introduction, table of contents, covers, dividers, other information, i.e., letters of appreciation, etc., and acknowledgement of amendments (if applicable).

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

a) Letter of Transmittal
b) Table of Contents
c) Proposal Summary
d) Response to Contract Terms and Conditions
e) Response to Mandatory Specifications and Forms
f) Offeror's Additional Terms and Conditions
g) Other Supporting Material

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in the cost response section.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.
2. **Letter of Transmittal**

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

a) identify the submitting organization;

b) identify the name and title of the person authorized by the organization to contractually obligate the organization;

c) identify the name, title, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization;

d) identify the names, titles and telephone numbers of persons to be contacted for clarification;

e) *explicitly* indicate acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;

f) be signed by the person authorized to contractually obligate the organization;

g) acknowledge receipt of any and all amendments to this RFP.

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V. SPECIFICATIONS

A. Information

The contract is scheduled to begin in or around August 2019. NMDOT intends on awarding a contract with a term not to exceed four (4) years in duration.

B. Mandatory Specifications and Forms

Offerors shall respond in the form of a thorough narrative to each mandatory specification requiring such. The narratives along with required supporting materials will be evaluated and awarded points accordingly. **Failure to address mandatory specifications/requirements, or provide the mandatory forms, will deem your proposal non-responsive.**

1. Company Experience and Staff Qualifications

Offerors must submit a statement of relevant corporate experience. Offerors must identify prior experience in administering a statewide or regional involving drivers training, motorcycle training program, or other equipment operation training in New Mexico or any other state. Offerors must submit resumes of all proposed key professional staff members who will be performing services under the contract to include the use of contracted employees, subcontractors and instructors. Experience narratives shall be attached that describe the specific relevant experience of the staff members in relation to the role that member will perform for this contract. The narrative(s) must include the name of the individual(s) proposed and shall include a thorough description of their education, knowledge, and relevant experience as well as certifications or other professional credentials.

2. Project Approach

Offerors must identify his/her company’s approach that will be used to accomplish the Scope of Work to include a milestone chart of each task to be performed, the time frame and proposed staff members, including subcontractors designated for the completion of each task. The Offeror must identify organizational capabilities; ability to immediately assume administration of the Project; and the methodology to perform the required services and for record keeping and tracking students trained and fees collected. Approach must include training sites and facilities, selections, recruitment, training and deployment of instructors, annual schedule for training courses, quality assurance plan and justification for student training fees.
3. **Customer Service and References**

Offerors shall provide detailed information concerning their customer service policies and practices. Offerors must include at least three (3) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

a) Name of individual or company services were provided for  
b) Address of individual or company  
c) Name of contact person, and email  
d) Telephone number of contact person  
e) Type of services provided and dates services were provided.

4. **Description of Work Products**

Offerors shall thoroughly describe the types of relevant work products provided to previous clients.

5. **Cost**

Offerors shall propose firm, fixed, fully-loaded hourly rates. The firm, fixed, fully-loaded hourly rates will include travel to and from the off-site workplace, to the on-site workplace, if applicable, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate. For proposed hourly rates Offerors must use and submit with their proposal the “Cost Response Form”, attached to this RFP as “Appendix B”.

6. **Completed Campaign Contribution Disclosure Form (“Appendix E”)**

Offerors shall submit with their proposals a completed Campaign Contribution Disclosure Form with their proposal.

7. **New Mexico Employees Health Coverage Form (“Appendix F”)**

Offerors must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal.

8. **Pay Equity Reporting Requirements (Paragraph III.C.34)**

Offerors submitting a proposal shall comply with the requirements of Executive Order 2009-049, New Mexico Pay Equity Initiative. The Executive Order and required forms can be obtained from the following link: 
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

Contractors with less than 10 employees are exempt from the reporting requirements unless 8 or more individuals are in the same job classification.
Contractors with 8 or more employees in the same job classification are required to comply with the Executive Order.

**If your firm meets any of the criteria below, for exemption from the Employee Pay Equity Requirements, a statement must be submitted in this section of your proposals indicating that your firm is EXEMPT from the reporting requirements.**

a. Contractors with fewer than ten (10) employees are exempt, unless they have at least eight (8) employees in the same job classification as per the reporting forms.

b. Contractors receiving a contract resulting from an emergency procurement are exempt, unless they hold other contracts that would already subject them to the requirement.

c. Out-of-state contractors that have no facilities and no employees working in New Mexico are exempt, if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor. PLEASE NOTE: If an out-of-state contractor has employees working in the State of New Mexico, whether or not those employees reside in the state, the contractor is subject to the reporting requirements.

9. Resident Business and Resident Veteran’s Preference *(Does not apply to federally funded projects)*

Pursuant to NMSA 1978, 13-1-21, when a public body makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the public body shall award additional points equivalent to:

(1) five percent of the total possible points to a resident business; or
(2) ten percent of the total possible points to a resident veteran business that has annual gross revenues of up to three million dollars ($3,000,000) in the preceding tax year.

To be awarded points for **Resident Business Preference**, or **Resident Veterans Preference**, Offerors **must** include a copy of their preference certificate in this section of your proposal.

A resident veteran business shall not benefit from the preference for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference for more than ten consecutive years. A person shall not benefit from the provisions as specified in NMSA 1978, 13-1-21, on more than one business concurrently.

Pursuant to NMSA 1978, 13-1-21, Paragraph H, a State Agency shall not award an Offeror points for both a Resident Business Preference and a Resident Veteran’s Preference. If the Offeror qualifies for both he/she will only be awarded points for the Resident Veteran’s Preference.
Veteran Businesses will receive the Resident Business Preference once the cap for Resident Veteran Preference has been exceeded.

Applications for Resident Business Preference and Resident Veteran’s Preference are now being processed through the New Mexico Department of Taxation & Revenue. If you have a preference certification number that was issued by the New Mexico State Purchasing Division please follow the link below to apply for a new Resident Business or Veteran Business Preference number.


IF YOU DO NOT QUALIFY FOR A RESIDENT BUSINESS OR RESIDENT VETERAN PREFERENCE PLEASE PROVIDE A STATEMENT STATING YOU DO NOT QUALIFY IN THIS SECTION OF YOUR PROPOSAL. IF YOU DO NOT QUALIFY FOR EITHER PREFERENCE YOUR PROPOSAL WILL BE ACCEPTED, HOWEVER YOU WILL NOT RECEIVE POINTS FOR PREFERENCE.

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VI. EVALUATION

A. Evaluation Factors/Points

The NMDOT will evaluate responsive proposals and assign a score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror’s attention to the criteria detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror, however, discussion should be detailed enough to inform and educate evaluators.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation criteria outlined below.

<table>
<thead>
<tr>
<th>EVALUATION FACTORS</th>
<th>POINTS AVAILABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company Experience and Staff Qualifications</td>
<td>30</td>
</tr>
<tr>
<td>2. Project Approach</td>
<td>40</td>
</tr>
<tr>
<td>3. Customer Services and References</td>
<td>20</td>
</tr>
<tr>
<td>4. Description of Work Products</td>
<td>5</td>
</tr>
<tr>
<td>5. Cost</td>
<td>5</td>
</tr>
</tbody>
</table>

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

\[
\text{Lowest Responsive Offeror Cost Proposal} \times 5
\]

\[
\text{This Offeror's Cost Proposal}
\]

Total Maximum Allowable Points 100 Points
B. Evaluation Process

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory 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 III, Paragraph B.6.

3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.22.

4. Responsive proposals will be evaluated on the factors in Section VI that have been assigned a point value. The responsible Offeror(s) whose proposal is most advantageous to the NMDOT, taking into consideration the evaluation factors in Section VI and successful negotiations, will be recommended for contract award as specified in Section II, Paragraph 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. In the event of oral presentations responsible Offerors with the highest scores resulting from the written evaluations will be selected as finalist Offerors. Points awarded from the oral presentations will be added to the previously assigned points from the written evaluations to attain final scores.

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“APPENDIX A”

New Mexico Motorcycle Safety Program (NMMSP)

Scope of Work

The Contractor shall use a data driven approach (crash statistics) to effectively provide motorcycle training and education which is aimed at eliminating crashes and fatalities of motorcyclists. The Program currently utilizes Motorcycle Safety Foundation motorcycle training curriculum.

The selected Contractor shall:

1. **Provide Implementation Plan and Transition Activities.** Provide an Implementation Plan outlining the requirements to successfully transition the Program and ensure the Program is available to the public within three (3) months from the contract execution date. The plan must include an overview of company and experience in providing or administering a motorcycle safety program. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company or agency who may be contacted. The plan must include the organization structure and personnel to include sub-contractors who will be utilized to support the program as well as methodology for quality assurance and program evaluation. It also must describe how confidential information will be transferred securely. NMDOT approval must be obtained before taking any action on transition activities. NMDOT reserves the right to negotiate the final Implementation Plan with the selected Contractor. If the current contractor is the selected Contractor, the Implementation Plan Activities section is not applicable.

2. **Promotion/Publicity/Website.** Publicize training availability utilizing various methods as requested by NMDOT. Offer a minimum of two methods in which to schedule the training course to include telephone via toll free phone number and a web based methodology for interactive scheduling. Host and update website throughout the duration of the Contract. The website must include a list of class schedules, details, class locations and dates, and method to track individuals wanting to take a class that is currently full through a “stand-by” list. NMDOT reserves the right to integrate the Program website into another website during the term of this contract.

3. **Outreach Efforts.** Coordinate and participate in other educational and outreach efforts as directed by NMDOT to increase motorcycle safety awareness. Provide NMDOT with any proposed promotional materials or promotional ideas for approval before use or implementation. Disseminate Program information to persons and organizations who have a special interest in motorcycle safety, including motorcyclists, prospective motorcycle owners and special interest groups. Elicit support and involvement from motorcycle dealers and associations in promoting the Program. The Contractor is not authorized to make public statements, testify, serve as an expert witness, or lobby any group on issues related to motorcycle safety without prior NMDOT approval.
4. Ensure that all New Mexico Motor Vehicle Division offices have current information on the motorcycle safety program.

5. **Policies and Procedures.** Contractor shall maintain and update, as needed, a policies and procedures manual for program operations.

6. **Insurance Requirements.** Maintain all necessary insurance for the training locations and course. Maintain a copy of the initial insurance certification and any future renewals or changes. Provide a certificate of insurance for sufficient liability coverage to the Department. The Department will review these papers during the yearly site visit.

7. **Staff/Requirements.** Ensure the minimum number of staff to meet the needs of the program. At a minimum, staff shall include the following positions and shall conform to the requirement noted below:

   A. One (1) full-time MSF Program Manager
   B. Quality Assurance Manager
   C. Training Coordinator
   D. Site Coordinators and
   E. Instructor/RiderCoach assigned to each training location.
   F. Site Coordinator assigned to each training location.
   G. Administrative office staff.
   H. Customer Service Representatives (CSRs).

8. The Contractor may not transfer or replace any personnel without approval of NMDOT. Advance notification is not required for changes in personnel due to resignation, death, disability, termination, or any other cause that is beyond the control of the selected Contractor. The NMDOT may request that the selected Contractor remove any selected Contractor’s staff person from the Program at any time.

9. One MSF-certified Instructor/RiderCoach Trainer shall conduct RiderCoach training to include operation of all equipment, quality assurance and professional development workshops and provide necessary program updates to RiderCoaches. RiderCoach training must be conducted in New Mexico on an annual basis. All RiderCoaches will be required to attend the workshop or receive comparable instruction yearly.

10. Provide “Train the Trainers” training to Motor Vehicle Division agents who administer motorcycle riding skills tests to ensure instructional standards are met and to standardize testing conducted throughout all Motor Vehicle Division Offices.

11. Instructor/RiderCoach must possess a valid motorcycle license/endorsement, a minimum of two years riding experience, proof of a clean driving record with no suspensions or revocations during the previous two years, completion of the most current MSF Basic RiderCourseSM, and demonstration of satisfactory training and presentation skills. Instructor/RiderCoach must maintain an Instructor/RiderCoach certification that meets the MSF Instructor Rider Coach certificate. Instructor/RiderCoach must meet basic safety
training requirements, including training in defensive driving, first aid, CPR and use of crash reporting forms. NMDOT reserves the right to verify driver records of RiderCoach employed under this Contract. Each case will be handled on a case by case basis and decisions on questionable driver records are at the sole discretion of NMDOT.

12. Ensure that only trained and certified Instructor/RiderCoach conducts the training program. Two (2) instructors are required to conduct range exercises when there are six (6) or more students in a class; five (5) or less students in a class will be at the discretion of the Contractor. The selected Contractor must ensure that the Instructor/RiderCoach and staff are kept informed of all Program expectations and changes. Instructor/RiderCoach must maintain a focus on motorcycle safety.

13. Site Coordinators are responsible for contacting students of cancelled classes. Canceled classes must be reported to NMDOT and the MSF Program Manager, in writing. Such report shall include the reason for the cancellation and the date the course has been rescheduled to occur.

14. **Motorcycle Training Fees.** Collect and maintain accurate records of student training fees. Motorcycle training fees will be paid by the students prior to course participation. Contractor agrees to reimburse motorcycle training fees to students due to class cancellation. Valid cancellation terms include, but may not be limited to, enrollment restrictions, inclement weather, unsafe facility conditions, and unavailability of instructors and/or mechanical breakdown. Fees for the motorcycle training course shall not exceed the following:

   A. Beginning Course (adult) $275.00  
   B. Experienced Course (adult) $200.00  
   C. Under 18 years of age (mandatory) $100.00

Contractor shall submit an annual cost plan or budget. All costs associated with the contract shall be part of the Contractor’s cost plan.

15. **Flat Fee Vendor Reimbursement.** Bill the NMDOT a flat fee of $130.00 for each student who completes the course. Any service rendered and/or expenses incurred by the Contractor are compensated through the motorcycle training fees and flat fee reimbursements.

16. **Classroom/Range Requirements.** The Contractor shall select and maintain classroom where training is conducted, provide equipment, prepare all training facilities for instruction and utilize instructional material for students as required by MSF standards. All classroom training sites must meet MSF standards.

17. Select and maintain ranges where training is conducted and maintain a range certification process that ensures that each range meets with tested and established specifications for both motorcycle safety and effective rider training. Develop a procedure for the approval of ranges and modification of range standards including required documentation for the addition of new sites or modification of existing sites. All training ranges must meet or exceed the standards prescribed in the MSF RiderCoach Guide for conducting the Basic Rider Course.
(BRC), Basic Rider Course 2 (BRC2) and 3Wheel Basic Rider Course (3W-BRC). Instructors/RiderCoach must ensure that the pavement is suitable for riding maneuvers such as: sharp turns, braking and safe vehicle travel.

18. **Equipment Requirements.** Ensure that there is an appropriate number of motorcycles and that they are in good working order for all scheduled courses. Maintain course equipment in safe operating condition and provide storage of course equipment. Use of personal motorcycles will only be permitted in the BRC2 Basic Rider Course 2 and the 3W-BRC. All motorcycles must meet or exceed MSF standards. Students will be asked to show verification of insurance and ownership or written permission by owner to use the motorcycle. The Instructor/RiderCoaches will inspect each motorcycle using the MSF standard checklist and will not permit motorcycles to enter the course if unsafe or if modified parts are found. The Contractor will be responsible for working with NMDOT to ensure the motorcycles are properly transferred or disposed.

19. Increase partnership with New Mexico Motorcycle Dealerships in each training site market to provide loaned motorcycles. NMDOT will retain ownership and titles of all motorcycles purchased directly by the NMDOT for use in the Program. NMDOT will not be held liable for any damages to loaned motorcycles, trikes and equipment and the loaning entity will assume all responsibility for any damages or insurance required.

20. NMDOT reserves the option to purchase motorcycles and storage containers to be used in the Program through means other than this Contract.

21. NMDOT will provide storage containers to be located at the required sites (ranges) to store program related equipment needed for course instruction with the exception of trike storage containers. All equipment must be secured inside the storage facility that has an effective locking system.

22. The selected Contractor will be responsible for all costs to relocate the storage containers from existing sites to their approved sites, should the locations change. If a storage container has been identified to be no longer needed or usable, the Contractor will be responsible for working with NMDOT to ensure the storage shed is properly transferred or disposed.

23. Mandate and ensure all students and Instructor/Rider Coach wear helmets that meet MSF standards during training courses.

24. **Curriculum.** Provide and utilize curricula approved by the NMDOT. Currently, the NMMSFP utilizes the Motorcycle Safety Foundation (MSF) Basic Rider Course, BRC2 and 3WBRC curriculum. The selected Contractor may propose to use MSF curriculum or they may propose other curricula for NMDOT consideration.

25. The Contractor shall follow student eligibility requirements that meet or exceed MSF standards and are approved by NMDOT.
26. **Motorcycle Training.** Schedule and provide statewide motorcycle training, in accordance with NMSA 1978, Section 66-10-10. Provide motorcycle training at sufficient sites statewide, and sufficient frequency, to ensure that there is no more than a month waiting period for students and no more than a five-hour round trip drive for students. Courses shall be available within thirty (30) days of a prospective student’s request for registration, unless weather related cancellations or student overload prevents this.

27. **Training Sites.** Required sites will be Albuquerque, Santa Fe, Farmington, Las Cruces, Portales and Alamogordo. Additional training sites may be established in other critical areas as needed. Contractor may partner with military, motorcycle dealers, or other interested parties to provide the motorcycle safety course, provided the required course quality is maintained. Any change to the use of a site or sites must be reviewed and approved in writing by NMDOT prior to the change.

28. **Card of Completion.** Issue a certificate or card of completion to each student who successfully completes the course. The certificates or cards must be pre-approved by the Department and deemed acceptable by the Motor Vehicle Division of the New Mexico Taxation and Revenue Department.

29. **Quality Assurance.** Develop a quality assurance program to ensure instructional standards are maintained and coordinate with NMDOT and partners to identify opportunities for expanding quality assurance to include training on military bases, motorcycle dealerships and Motor Vehicle Division’s statewide offices. The quality assurance program must include the following elements:

   A. A quality control plan detailing the procedures that will be in place to ensure that the classroom and riding course training courses are consistently administered in compliance with the terms and conditions of this Contract. The plan must include, but is not limited to, identifying the individuals responsible for conducting the quality control along with their qualifications and/or certifications which enable them to properly evaluate the skill levels of instructors and to assess the conduct of proper classroom and range procedures.

   B. Ensure that each instructor receives, at a minimum, of (1) in-person evaluation per year, conducted at a training site where the instructor is conducting a class.

   C. Criteria by which each instructor will be measured and the action(s) which will be taken to provide feedback to each instructor to improve or enhance their performance. This plan should include a tracking system to ensure that all instructors are evaluated each year. NMDOT reserves the right to approve the plan and for the life of the Contract.

   D. Conduct a minimum of two (2) in-person quality assurance visits at each training site per year. The Site Coordinator and Instructor/RiderCoach must be present at each visit. The Contractor must document deficiencies and corrective action taken and provide this information to each Site Coordinator and NMDOT as required.

30. **Motorcycle Safety Partners.** Develop a plan to provide training and oversight to New Mexico motorcycle dealerships and Military Installations that administer their own internal motorcycle training and testing programs. The Contractor will be expected to become well-versed of the content of existing third party programs and, where deemed appropriate by
NMDOT, coordinate training, oversight and monitoring of such third party programs. The selected Contractor shall indicate the approach that will be used to ensure that the third-party programs are following the same instructor, curriculum, classroom and range requirements, and security requirements outlined in this Contract. Contractor shall implement plan as directed by NMDOT.

31. **Inventory.** Maintain and conduct a physical inventory of all NMMSP owned equipment annually and the results of the inventory provided to NMDOT by June 15 of each year and at the end of the Contract. The physical inventory must be in accordance with Generally Accepted Accounting Principles.

32. **Advisory Committee Meeting(s).** Plan, organize and conduct at the Contractor’s expense, at a minimum, one (1) Motorcycle Safety Advisory Committee meeting per year. Agenda and attendees must be approved by NMDOT prior to the meeting.

33. **Records Retention.** Maintain all records for three (3) years after the termination of the contract. NMDOT reserves the right to review, approve, and/or request information from any and all subcontractors at any time during the term of the Contract. Any and all subcontractors shall be held to the requirements and deliverables as described in this contract and/or any all Contracts/Purchase Orders issued as a result of this contract.

34. **Reimbursement.** Prepare monthly reimbursement packages to include activities and accomplishments as requested by NMDOT. Invoices shall consist of two parts, a summary page providing service date, total number of students who completed course, course type, total motorcycle training fees collected and total dollar amount of flat fees being billed to the state.

35. **Reporting Requirements.** Prepare and submit to NMDOT on a quarterly basis a list of instructors trained by date, location and training type.

36. Prepare and submit to NMDOT at a minimum on a quarterly basis or as directed by NMDOT a detailed report of all student training fees collected to include class type, class date, class location, fee collected, fee reimbursed if class cancelled in format as prescribed by the department.

37. Provide an equipment maintenance report which includes the condition of the motorcycles and maintenance schedule to NMDOT on a quarterly basis.

38. Prepare and submit a detailed scheduling and student training report for each site to NMDOT at a minimum of a quarterly basis. The report must detail information relating to number of training classes conducted (by course and location), training fees collected, no-shows, alternates (if applicable), walk-ins, number of riders trained, pass and fail information, number of classes scheduled and number of classes cancelled per week with the reason(s) for classes cancellations, and the number of people on standby list. Additionally, the selected Contractor must provide the number of classes scheduled (by course and location) and the number of seats available in each course by site for all future courses to date. Report shall
include for each training site and for each course offering (BRC, BRC2, 3W-BRC and any other courses which may be offered).

39. Prepare and submit an annual report to NMDOT which summarizes the quarterly reports as noted in the above paragraph. The annual report shall include the following additional elements:

   A. Accident summary – Number of accidents reported per site, per exercise, with injury description and indication of whether medical assistance was required.

   B. Data concerning Rider Coach/Instructors and other site personnel to include: names, address where classes are instructed, driver license number, telephone number, outcome of criminal and driver history check information, course requirements, evaluation reports, proof of instructor training, certification, safety, and instructor update reports.

   C. Inventory Report to include equipment associated with the Program, its condition and location, and a listing of all equipment that has been disposed of and/or replaced.

   D. List of all stand-by student information to identify geographic areas with the most demand.

40. Report all accidents involving serious injury occurring during any part of the training program to NMDOT. Investigate and report customer service complaints to NMDOT including the details surrounding how the complaint was first made, what the complaint is about, how the complaint was handled and the final outcome of the complaint.

41. Notify NMDOT of any incident of security breach, break-in, theft, fire, vandalism, and/or other incidents and provide a detailed report.

42. Prepare and submit the completed Quality Assurance Reports to NMDOT for each of the two (2) required quality assurance visits at each training site.
APPENDIX B: COST RESPONSE FORM

Offerors must fill out this form and submit it with your proposal. Hourly rates must include travel to and from the off-site workplace, to the on-site workplace, if applicable, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

- Program Manager
  - Quality Assurance Specialist
  - Site Coordinator
  - RiderCoach

$__________ per hour
$__________ per hour
$__________ per hour
$__________ per hour
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of ______________, 2019, by and between the STATE OF NEW MEXICO, NEW MEXICO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as “Department,” acting through its Secretary, and ___________________________, hereinafter referred to as “Contractor.”

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

   The Contractor agrees to perform the following professional services:

   Give a detailed description of services requested.

   Services shall be performed and be completed satisfactory to the Department with the instructions provided by the Department. The Contractor shall provide and charge only for those services requested by the Department. No services may be contracted except as agreed upon in advance by the parties to this Agreement.

   Upon execution of this Agreement, the Contractor shall commence work at the Department’s request and services shall conform to the description of services as set forth herein or as hereafter mutually agreed to in writing.

The Department shall compensate the Contractor based on the rates and costs set forth as follows:

A. **Rates.** The Contractor agrees to perform billable work at the following rates per hour: n/a

B. **Compensation.** Total compensation during the term of this Agreement shall not exceed $ , unless otherwise agreed to in writing by the parties hereto, plus applicable gross receipts taxes during the term of this Agreement. The Department will not compensate the Contractor for services or other deliverables provided prior to the full execution of the contract, after the expiration of the contract, or in excess of the maximum dollar amount of the contract, unless the maximum dollar amount is duly amended prior to providing the services or deliverables.

C. **Payment of Invoice.** Payment shall be made to the Contractor upon receipt of a detailed invoice on a monthly or quarterly time frame applicable for satisfactory work completed and accepted by the Department, unless the Contractor receives verbal or written notice that the invoice is inadequate.

D. **Acceptance.** The Contractor’s satisfactory completion of this Agreement shall be a prerequisite for final payment. Final payment, including any retainage, shall be made within thirty (30) days after the work has been approved and accepted by the Department’s Secretary or his duly authorized representative.
Within fifteen days after the date the Department receives written notice from the Contractor that payment is requested for services or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If the Department finds that the services or items of tangible personal property are not acceptable, it shall, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the Department that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and a half (1½) percent per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five working days of receipt of funds from that funding agency.
E. **Payment of Taxes.** The Contractor is responsible for making payment of gross receipts taxes to the New Mexico Department of Taxation and Revenue unless Contractor is exempt from payment of taxes.

3. **Approval of Contractor Personnel.**

   Once work has started, changes of personnel will not be made by the Contractor without the prior written consent of the Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

   The Department shall retain the right to request the removal of any of the Contractor’s personnel at any time.

4. **Effective Date and Term.**

   This Agreement is effective as of the date of the last party to sign on the signature page. The term of this Agreement is from the execution date of the Agreement and shall terminate one year after the execution date, unless terminated pursuant to Section Five of this Agreement. The Department shall have the option of extending the Agreement. In no event shall the total term of the Agreement, including extensions, exceed four (4) years.

5. **Termination.**

   The Department has the option of canceling this Agreement by giving thirty
(30) days written notice to the Contractor. Upon receipt of the “Notice of Cancellation,” the Contractor shall immediately suspend any further work unless otherwise directed by the Department in writing. By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination of this Agreement. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

Either party may terminate the Agreement for cause based upon any material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, the breaching party has not begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effectively immediately. The non-breaching party shall retain any and all other remedies available to it under law.


The Contractor and its agents and employees are independent Contractors performing professional services for the Department and are not employees of the Department. The Contractor and its agents and employees shall not have use of Department State vehicles or any other benefits afforded the Department employees as a result of this Agreement.
7. Permits, Licenses, and Insurance.

Contractor warrants, covenants and represents that Enter Entity Name is properly organized under the laws of the State of New Mexico, and is in good standing to do business in the State of New Mexico. The Contractor shall procure all permits and licenses, and insurance as required by law and pay all charges, fees, royalties, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor agrees to comply with state laws and rules pertaining to workers’ compensation insurance coverage for its employees. If Contractor fails to comply with the Workers’ Compensation Act and applicable rules when required to do so, the Agreement may be canceled effective immediately.

8. 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 prior written approval of the Department.


The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Department.

10. Records and Audit.

The Contractor agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the
Agreement for inspection by the State.

11. Appropriations and Authorizations.

   The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Department. The Department’s decision as to whether its funds are available shall be accepted by the Contractor and shall be final.


   The Contractor, upon final payment of the amount due under this Agreement, releases the Department, its officers, and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

13. 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 prior written approval by the Department.

14. The Product of Service; Copyright.

All materials developed or acquired by the Contractor shall become the property of the State of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing produced in, whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. However, it is understood that some of the materials utilized in this project have previously been copyrighted by the Contractor.

15. Conflict of Interest.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act, the New Mexico Financial Disclosures Act and the campaign disclosure provisions of the Procurement Code. The Contractor has completed a Campaign Contributions Disclosure Form which is attached to this Agreement as Exhibit 1.

16. Lobbying.

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a federal, state or local legislator to favor
or oppose the adoption of any specific legislative proposal pending before any federal, state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception.

The Contractor and any of its subcontractors shall certify that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. §1352. The Contractor and any of its subcontractors shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. §1352. The Lobbying Certification form is attached as Exhibit 2.

17. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico and the President of the United States, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, ancestry, sex, sexual preference, age or handicap, 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 the Contractor is found to be not in compliance with these
requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

A. Equal Employment Opportunity – The following equal opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training,
including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements USDOT may issue.

2. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements USDOT may issue.

3. Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements USDOT may issue.

B. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by USDOT, modified only if necessary to identify the affected parties.

18. Civil Rights Laws and Regulations Compliance.

The Department and Contractor shall comply with all federal, state and local laws and ordinances applicable to the work called for herein. The Department and Contractor further agree to operate under and be controlled by Title VI and Title VII
of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, Executive Order 12898, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, and Executive Order No. 11246 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR 60). Accordingly, 49 CFR 21 is applicable to this Agreement and incorporated herein by reference.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202, of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements USDOT may issue.

19. 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 programs.
D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitation on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

20. “Employee Pay Equity Reporting

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s)
performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.


A. Recipient/Contractor Assurances: All contracts and subcontracts applicable to the work called for herein shall include the following assurances:

(1) Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United
States Department of Transportation (USDOT)-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR 26. The Department shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and the administration of USDOT-assisted contracts. The Department’s DBE Program, as required by 49 CFR 26 and as approved by USDOT, is incorporated herein by reference and made part of this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

(2) The recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The recipient shall carry out applicable requirements of 49 CFR 26 in the award and administration of USDOT-assisted contracts. Failure by the recipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Department deems appropriate.

B. DBE Program Obligations: This Agreement does not have a specific DBE goal assigned to it. However, the Department encourages the Contractor to facilitate small business and DBE participation on this contract and to take all reasonable steps to eliminate obstacles that may preclude their participation.

C. Provision of DBE Program Information: The Contractor shall provide any DBE related information or data requested by the Department DBE Program to the Department’s project manager or to the Department’s Office of Equal Opportunity Programs.

22. Notice.

The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, or kickbacks in the procurement of this Agreement. In addition, the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, as amended, imposes civil and criminal penalties for its violation.

23. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement.
24. Contractor’s Liability.

Contractor shall defend, indemnify and hold harmless the Department, acting through its agents, representatives and employees, from and against liability, claims, damages, losses or expenses (including but not limited to attorney’s fees, court costs and the cost of appellate proceedings) arising out or resulting from the negligence, act, omission or default of the Contractor, its agents, representatives or employees; provided that such indemnification shall not extend to liability, claims, damages, losses or expenses, including attorney’s fees arising out of: (1) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications by the Department or the agents or employees of the Department: or (2) The giving of or failure to give directions or instructions by the Department, where such giving of or failure to give directions or instructions by the Department is the primary cause of bodily injury to persons or damages to property.

25. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.


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 agreements or understandings, verbal or
otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

27. Amendment.

This Agreement shall not be altered, changed or amended except by an instrument in writing and executed by the parties hereto.

This Space Left Blank Intentionally
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year written above.

NEW MEXICO DEPARTMENT
OF TRANSPORTATION
“Department”

BY__________________________________ DATE__________________
Michael Sandoval
CABINET SECRETARY or DESIGNEE

Insert Contractor's full name here
“Contractor”

BY__________________________________ DATE__________________
Insert contractor's name here, and title, if any

Approved as to form and legal sufficiency by the Department’s Office of General Counsel.

BY__________________________________ DATE__________________
ASSISTANT GENERAL COUNSEL

I hereby certify that______________________, tax identification number ___-_______________-, is registered with the New Mexico Taxation and Revenue Department for payment of gross receipt taxes.

TAXATION AND REVENUE DEPARTMENT

BY__________________________________ DATE__________________
APPENDIX D: ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals No. RFP 20-33

Motorcycle Training Program

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with “Appendix F”.

The acknowledgement of receipt should be signed and returned to the Procurement and Facilities Management Division, NMDOT, by the close of business on July 23, 2019. Only potential Offerors who elect to return this completed form will receive copies of RFP amendments, if any are issued. The following information will be used for all correspondence related to this Request for Proposals.

FIRM: __________________________________________________________

REPRESENTED BY: _________________________________________________

TITLE: ______________________ PHONE NO.: ______________________

E-MAIL: ____________________ FAX NO.: ______________________

ADDRESS: _________________________________________________________

CITY: __________________________ STATE: ________ ZIP CODE: ____________

SIGNATURE: ___________________________ DATE: ______________

Please return completed form to the name and address listed below.

Christina Baca
Procurement and Facilities Management Division
New Mexico Department of Transportation
1120 Cerrillos Rd., Rm #113
Santa Fe, NM 87504
Ph. (505) 469-8800
Email: Christina.Baca2@state.nm.us
APPENDIX E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM 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 either 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“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.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: ________________________________________________________

Relation to Prospective Contractor: ____________________________________________

Name of Applicable Public Official: ____________________________________________

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 F: NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

1. 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.

2. 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.

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

4. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitation on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

Signature of Offeror: ________________________________ Date __________________