

**NEW MEXICO DEPARTMENT  
OF TRANSPORTATION**

**REQUEST FOR PROPOSALS**



**NM DOT**

**TRAFFIC SAFETY DIVISION**

**RFP No. 22-22**

**INJURY PREVENTION RESOURCE CENTER**

**JULY 2021**

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## I. ADVERTISEMENT

New Mexico Department of Transportation  
Traffic Safety Division

### **RFP No. 22-22 Injury Prevention Resource Center**

The New Mexico Department of Transportation (NMDOT or Department) is requesting proposals from qualified firms or Offerors for the purpose of hiring a Contractor to perform professional services in the capacity of an Injury Prevention Resource Center for the NMDOT Traffic Safety Division. The selected Offeror acting in the capacity of an Injury Prevention Resource Center shall distribute high quality traffic safety materials, services and information to the citizen of the State of New Mexico and to any other groups or organizations that support NMDOT traffic safety programs. It is the mission of NMDOT Traffic Safety Division to educate and inform any interested party in traffic safety issues by responding to public queries on occupant protection, DWI prevention, texting, motorcycle safety, speed, graduated licensing and other traffic safety programs.

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 to the NMDOT Electronically. Proposals submitted by hard copy or facsimile will not be accepted.**

Electronic proposals must be submitted through Bid Express, which may be accessed at the following website: [www.bidexpress.com](http://www.bidexpress.com). Offerors must register prior to the submission deadline and create an account and a digital I.D. with Bid Express in order to submit proposals electronically.

Do not wait until the day proposals are due to sign up with Bid Express. Interested Offerors must use a PC with Internet Explorer to be issued an I.D. form from Bid Express. The I.D. validation process involves notarization and will take more than a couple of hours. Electronic proposals must be in a PDF format in order to submit through Bid Express **no later than 2:00 P.M. (Mountain Daylight Savings Time) on Wednesday, August 25, 2021.**

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin or other protected class. 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 Rocio Dominguez by telephone at (505) 629-8760, or by email at [Rocio.Dominguez@state.nm.us](mailto:Rocio.Dominguez@state.nm.us) or by accessing NMDOT's website at: [http://dot.state.nm.us/content/nmdot/en/RFP\\_Listings.html](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 25, 2021**

## II. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

It is the mission of New Mexico Department of Transportation (NMDOT or Department) Traffic Safety Division (TSD) to educate and inform any interested party in traffic safety issues by responding to public queries on occupant protection, DWI prevention, texting, motorcycles safety speed, graduated licensing and other traffic safety programs. The TSD would like to enter into a contract with a qualified firm or individual to serve in the capacity of an Injury Prevention Resource Center who shall distribute high quality traffic safety materials, services and information to the citizens of the State of New Mexico and to any other groups or organizations that support NMDOT traffic safety programs.

### B. SCOPE OF WORK

The selected Contractor shall perform the following services:

1. Distribute traffic safety related materials and services to various communities and traffic safety partners throughout the State of New Mexico. Distribution activities shall support the New Mexico Department of Transportation (NMDOT) Traffic Safety Division (“TSD”) Highway Safety Plan.
2. Maintain and staff a toll-free telephone number and online ordering system to provide information on where traffic safety materials and services may be obtained. The information/materials/services made available, must include items designed by the TSD and its partners aimed at saving lives on New Mexico highways.
3. Order, purchase and distribute traffic safety materials for the TSD. Sub-tasks will include, but are not limited to, material ordering, procurement, reproduction, design, storage, and distribution. The Contractor may maintain a standard limit on materials distributed in order to maintain an adequate supply, as approved by TSD. Larger orders may be distributed as requested and/or approved by TSD.
4. Assist local and community partners with TSD materials that will aid them in running TSD Occupant Protection programs such as, “Buckle Up (BKLUP)”, “Click it or Ticket”, “Teen Outreach” programs, fitting stations, and other programs that arise to help TSD reduce the risks on New Mexico highways.
5. Develop and distribute order forms accordingly to individuals or communities regarding the ordering and purchasing of traffic safety materials. The forms shall be made available online.
6. Plan, budget, and distribute traffic safety materials to meet the needs of a select list of identified events such as school programs (Homecoming, Spring break, graduation, etc.), national holidays (Memorial Day, 4<sup>th</sup> of July, Labor Day, Christmas, New Years, etc.), the National Highway Transportation Safety Administration (NHTSA) /Federal Highway Association (FHWA) national traffic and safety campaigns, other traffic safety-related conferences, conventions (Engineering Conference, Lifesavers, Coordinators conferences, Traffic Safety Forums, etc.), and regional activities (State Fair, Balloon Fiesta, county fairs, and health fairs, etc.).

7. Distribute information and applicable materials to traffic safety partners such as Local DWI Programs, SAFE KIDS chapters and Safe Communities school programs such as, Crash Test Dummies (Vince and Larry), Graduated Driver's License, and Media literacy, in a timely manner to support traffic safety issues, projects and programs.
8. Order, store, and distribute promotional materials (e.g, key chains, footballs, coffee mugs, pens, hats, posters, bumper stickers) that promote traffic safety issues and programs as approved by TSD and only paid for with eligible funding as approved by TSD.
9. All traffic safety and related materials paid for by the TSD as a result of this contract shall include the Department logo when feasible and credit the TSD and NMDOT.
10. Collaborate with other State departments and organizations, especially those with similar messaging, to distribute educational and promotional material.
11. When ordering materials, combine and/or consolidate purchase orders to reduce shipping costs.
12. Secure and maintain a facility with adequate space for all supplies and materials the TSD deems necessary. The preferred location by TSD for the Injury Prevention Resource Center will be in Santa Fe, NM. The housed inventory must be a balanced inventory with Spanish, Native American and other cultural materials.
13. Update traffic safety information and materials annually to achieve high public awareness of current traffic safety issues statewide. In efforts to update traffic safety materials the Contractor may obtain input from other partners such as, but not be limited to NMDOT Staff, DOT's media and marketing consultants, Department of Health, etc.
14. Establish a material tracking system to measure usage each month/quarter with summaries of categories for traffic safety materials (i.e., Graduated Driver's License, Occupant Protection, DWI, Texting, Speed, Pedestrian, Bicycle, Motorcycle, etc.) distributed to targeted age groups, agencies and their purpose.
15. Manage and provide quarterly reports on budget expenditures, traffic safety material use and inventory to maximize traffic safety program support to law enforcement agencies, local communities, partners, and other programs. Quarterly reports shall be used to determine which individuals; agencies and organizations may need additional support. Quarterly reports must include current, year-to-date expenditures, traffic safety materials distributed, total budget amounts and actual funds remaining.
16. Purchase, store and distribute child safety seats and materials to low-income families, health care providers and to those eligible to receive Medicaid benefits. Whenever possible the Contractor and health care providers shall verify the eligibility of Medicaid benefits before distributing child safety seats. NHTSA presently does not provide any guidelines on qualification of low income and the Contractor and health care providers shall be given the flexibility to determine the need for child safety seats and materials which provide traffic safety. If TSD or NHTSA does provide these guidelines during the contract, the Contractor and health care provider will adhere to the new qualifications.
17. Research, draft and distribute a quarterly newsletter that will be based on but not limited to impaired driving, occupant protection, speeding, texting, motorcycle and or other traffic safety issues. The Contractor shall seek input and publish articles and anticipated trainings and events of our partner agencies as requested by TSD Staff. The Contractor shall distribute the newsletter via mail or electronically through email using current active distribution lists. The Contractor shall research, write and develop each quarterly newsletter with final approval of TSD staff.

18. Institute and administer an Underage Drinking prevention and education program for New Mexico citizens under the age of 21, with a major focus of school age children under 18. Funding for this program will be through state statute 66-5-35(B), NMSA 1978.
19. The TSD develops, participates, and oversees several different traffic safety related campaigns throughout the year, sometimes with little ability for budgetary planning. The Contractor must maintain a flexible budget for such campaigns at TSD discretion. Selected TSD staff will meet with Contractor staff as needed to discuss possible upcoming campaigns and possible budgetary adjustments that may be needed to purchase material needed for said campaign(s).
20. All items, services and materials purchased by the Contractor, as a result of this contract and on behalf of the NMDOT, must be purchased pursuant to the New Mexico Procurement Code and applicable rules. The TSD will provide support as necessary and periodically audit the Contractor's purchases to ensure the Contractor's compliance with the New Mexico Procurement Code and applicable purchasing rules.

C. SCOPE OF PROCUREMENT

The initial term of the contract executed under this RFP shall be for four (4) years. In no case will the contract, including all extensions thereof, exceed a total of four (4) years in duration from the date of execution.

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:

Rocio Dominguez  
Procurement Services Division  
New Mexico Department of Transportation  
1120 Cerrillos Rd., Rm #113  
Santa Fe, NM 87504  
Ph. (505) 629-8760  
Email: [Rocio.Dominguez@state.nm.us](mailto:Rocio.Dominguez@state.nm.us)

In order for the Department to ensure transparency in its procurement process, that the process is fair, equitable, and that the process complies with the Procurement Code, any inquiries or requests regarding this RFP, the underlying procurement, or the procurement process must be submitted to the Procurement Manager in writing. Offerors shall contact ONLY the Procurement Manager regarding the RFP, the underlying procurement and procurement process. Other state employees or evaluation committee members do not have the authority to respond on behalf of the NMDOT. Any communication regarding this procurement or the procurement process that is not with the Procurement Manager is not in compliance with this directive and will result in disqualification of the Offeror's proposal in accordance with 1.4.1.69 NMAC.

## E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document. Definitions should be read consistent with the Procurement Code, NMSA 1978, Sections 13-1-1 through 13-1-199, and 1.4.1 NMAC, Procurement Code Regulations.

“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, typically indicated by last dated signature of all identified signatories to that contract.

“Business Day” means any day except Saturday, Sunday or state- or federal-legal holiday recognized in the State of New Mexico by the Department.

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

“Calendar Day” means each day on the calendar, including Saturdays, Sundays and holidays. For purposes of deadlines, calendar days mean each day, not including the day of the defining event, from which a designated period of time begins to run, including the last day of the period unless it is a Saturday, Sunday, or legal holiday, in which case the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday. The term “day” means calendar day whether or not expressly identified.

“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, Sections 57-3-A-1 through 57-3A-7. See also, 1.4.1.45 NMAC. No information that could be obtained from a source outside this RFP 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.

“Desirable” includes the terms “may”, “can”, “should”, “preferably”, or “prefers,” and identifies a desirable or discretionary item or factor, as opposed to “mandatory” item or factor.

“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.



“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 travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“IT” means Information Technology.

“Mandatory” includes the terms “must”, “shall”, “will”, “is required”, or “are required”, and identifies a mandatory item or factor, as opposed to “desirable” item or factor. 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.

“Non-Responsive” means not adequately addressing or meeting the requirements contained in a request for competitive bids on a contract. Any Offeror that does not comply with the RFP’s mandatory items or factors, or whose offering fails to meet the RFP’s acceptability requirements will be rejected as Non-Responsive, with Non-Responsive proposals disqualified and eliminated from further consideration.

“Offeror” is one who submits a proposal in response to a RFP.

“Person” means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture or other legal or commercial entity.

“Procurement Division” means the Procurement Division within the NMDOT Office of Business Support.

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

“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 Department reserves the right 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” or “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” means for this RFP, 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 Offeror’s 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:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	NMDOT	07/25/2021
2.	Acknowledgment of Receipt Form	Offerors	08/05/2021
3.	Deadline to Submit Additional Written Questions	Offerors	08/11/2021
4.	Response to Written Questions/RFP Amendments	NMDOT	08/17/2021
5.	Submission of Proposal (Due <b>2:00 p.m. MDT</b> )	Offerors	08/25/2021
6.	Proposal Evaluation	Evaluation Committee	Sept/2021
7.	Selection of Finalists	Evaluation Committee	Sept/2021
8.	Oral Presentation by Finalists (If applicable)	Offeror	Sept/2021
9.	Best and Final Offers	Offeror	Sept/Oct 2021
10.	Finalize Contract	Offeror/NMDOT	Sept/Oct 2021
11.	Contract Award	NMDOT	October/2021

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. Acknowledgement of Receipt Form

Potential Offerors must email or send by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document to have their organization placed on the procurement distribution list. (See Appendix B.) The form must be signed by an authorized representative of the organization, dated, and returned by the close of business on **August 5, 2021**.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form constitutes a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name will 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 **August 11, 2021**. 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 **August 17, 2021**, 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

Proposals shall be submitted to the NMDOT electronically. **Proposals submitted by hard copy or by facsimile will not be accepted.** Electronic proposals must be submitted through Bid Express, which may be accessed at the following website: [www.bidexpress.com](http://www.bidexpress.com). Offerors must register prior to the submission deadline and create an account and a digital id with Bid Express in order to submit proposals electronically. Electronic proposals must be in a PDF format in order to submit through Bid Express.

**ALL OFFERORS PROPOSALS MUST BE SUBMITTED ELECTRONICALLY THROUGH BID EXPRESS FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. MDT ON AUGUST 25, 2021.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 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 **September 2021**. 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 **September 2021**. 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 **September 2021**, 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 **Sept/Oct 2021**. Best and final offers may be clarified and amended at the finalist Offeror's oral presentation.

10. Finalize Contract

A contract will be finalized with the Offeror or Offerors whose proposal is most advantageous to the NMDOT in the months of **Sept/Oct 2021**. This date is subject to change at the discretion of the Agency.

11. Contract Award

NMDOT anticipates awarding the contract in the month of **October 2021**. 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 conformity with NMSA 1978, Section 13-1-172 and applicable procurement regulations. The Department's Chief Procurement Officer serves as protest manager for this RFP. Pursuant to NMSA 1978, Section 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 fifteen (15) calendar day protest period shall begin on the day following the award of contract(s) and will end at 4:30 p.m. Mountain Standard Time/Daylight Time on the fifteenth (15<sup>th</sup>) day.

Protests must be written and must include the name and address of the protestor and the Request for Proposal number. Protests must also contain a statement of the grounds for protest, including appropriate supporting exhibits, and must specify the ruling requested from the party listed below. Emailed protests will not be considered as properly submitted. Protests must be mailed or hand delivered to:

New Mexico Department of Transportation  
Procurement Division  
Attn: Christina Baca, Chief Procurement Officer  
1120 Cerrillos Rd., Room #112  
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 Secretary of State's Office 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 Secretary of State's Office 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 Secretary of State's Office to conduct business in New Mexico and must obtain a Certificate of Good Standing from the Secretary of State's Office 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 Limited Partnership with the New Mexico Secretary of State pursuant to NMSA 1978, Sections 54-2A-101 through 54-2A-119.
- 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 Department. 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:

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

B. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Department 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.

**Please note: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.**

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 the 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 Department'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 negotiated contract between the Department and the Contractor will follow the format specified by the Department and contain the terms and conditions as set forth in Appendix A (Contract for Federal/State Funding). The Department reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP.

The Department discourages exceptions from the contract terms and conditions as set forth in the RFP sample contract at Appendix A. Such exceptions may cause a proposal to be rejected as non-responsive when, in the sole judgment of the Department, 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 Department's terms and conditions, as referenced in this Section or contained in Appendix A, that Offeror must propose specific alternative language. The Department 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 Department 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 negotiated contract. In the event the Offeror's proposal conflicts with the RFP, the RFP governs. In the event the executed contract conflicts with the proposal, the executed contract 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, i.e., the RFP process prior to selection as successful Offeror, then 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 constitutes an explicit agreement by the Offeror that the contractual terms and conditions contained in this RFP 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 will 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 D")

- 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 C")

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. 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.



35. 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>.

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.***

36. 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

One copy will be required through the Bid Express website in PDF format.

C. PROPOSAL FORMAT

Offerors must utilize page indicators within their PDF document that clearly identifies the different sections of your proposal by creating a bookmark on the PDF document. 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, proposal summary, dividers, other information, i.e., letters of appreciation, etc., and acknowledgement of amendments (if applicable). Offerors are strongly encouraged to create the document with a minimum of 12 point font size.

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

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. Any discussion of costs, rates or expenses will render the proposal non-responsive and the proposal will not be accepted.

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.

## V. SPECIFICATIONS

### A. Information

The Department intends awarding a contract with an immediate four (4) year term. In no case will the contract(s), including any and all renewals thereof, exceed a total of four (4) years in duration from the date of the initial Agreement.

### 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 and it will not be accepted.**

#### 1. Company Experience and Staff Qualification

Offeror's must submit a statement of relevant corporate experience. Offerors must identify prior experience in administering the services as outlined in the Scope of Work above in the state of 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. 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 to organizing, directing and controlling the overall Scope of Services. The approach must identify company resources including management, equipment and organizational capabilities; ability to immediately assume administration of the Project; and the methodology to perform the required services.

#### 3. Customer Service and References

Offerors shall provide detailed information concerning their customer services 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 references:

- a) Name of individual or company services were provided for
- b) Address of individual or company
- c) Name of contact person, email, and fax numbers
- 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. Capacity and Capability

Offeror's shall provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this RFP to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific roles, experience, and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions, and insurance carriers.

6. Past Record and Performance

Offeror's must demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. References from past clients can be included.

7. Cost

Offerors shall propose a firm, fixed full-loaded lump sum cost proposal (broken down by year), excluding applicable gross receipts tax, that is the Offeror's total proposed cost to perform the scope of services for a four (4) year contract. The cost proposal shall include travel to and from the off-site workplace to the on-site workplace, if applicable; and to all proposed and necessary in-state and out-of-state meetings and conferences. The cost shall include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate. The cost proposal shall be submitted in an itemized form at identifying individual costs for all elements and components required by the Offeror to fulfill the entire scope of services.

While cost is not included as part of the evaluation criteria, NMDOT reserves the right to disqualify an Offeror's proposal if the Department is unsuccessful in negotiating favorable rates with the Offeror being considered for award.

8. Completed Campaign Contribution Disclosure Form (“Appendix C”)

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

9. New Mexico Employees Health Coverage Form (“Appendix D”)

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

10. 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.**

## **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.

<b><u>EVALUATION FACTORS</u></b>	<b><u>POINTS AVAILABLE</u></b>
1. Company Experience and Staff Qualifications	20
2. Project Approach	20
3. Customer Services and References	10
4. Description of Work Products	10
5. Capacity and Capability	20
6. Past Record of Performance	20
<b>Total Maximum Allowable Points</b>	<b>100 Points</b>

### **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 III, 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 - CONTRACT FOR STATE/FEDERAL FUNDING**

**Contract No.  
Vendor No.**

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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.



**2. Payment Provisions.**

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 four (4) years 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.

**6. Status of Contractor.**

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.**

**9. Subcontracting.**

**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.

**12. Release.**

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.**

**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. Disadvantaged Business Enterprise (DBE) Program.**

**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 Construction and Civil Rights Bureau.**

**21. 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.**

**22. Applicable Law.**

**The Laws of the State of New Mexico shall govern this Agreement.**

**23. 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, it 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.

**24. 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.

**25. Merger.**

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

**26. Amendment.**

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

**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 B: ACKNOWLEDGEMENT OF RECEIPT FORM**

**RFP No. 22-22**

**Injury Prevention Resource Center**

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 D”.

The acknowledgement of receipt should be signed and returned to the Procurement and Facilities Management Division, NMDOT, by the close of business on **August 05, 2021**. 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 email address listed below.**

Rocio Dominguez  
Procurement Services Division  
New Mexico Department of Transportation  
1120 Cerrillos Rd., Rm #113  
Santa Fe, NM 87504  
Ph. (505) 629-8760  
Email: [Rocio.Dominguez@state.nm.us](mailto:Rocio.Dominguez@state.nm.us)



## **APPENDIX C: 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 D: 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 \_\_\_\_\_