

Northern New Mexico College



REQUEST FOR PROPOSALS

RFP: #2020-001

Higher Education Cost Analysis, Program Demand Assessment,
and Related Evaluation Services

Issue Date: Monday, June 24, 2019

Due Date: 4:00 p.m. MST, Tuesday, July 16, 2019

Office of Finance and Administration
931 Paseo de Onate
Española, NM 87532

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505.747.2162
cheryl.james@nmmc.edu

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1. INTRODUCTION

A. Purpose of this Request for Proposals

Northern New Mexico College (NNMC) is accepting proposals from qualified vendors to provide higher education cost analysis, program demand assessment, and/or related evaluation services that will result in strategic solutions for mission driven enrollment goals. The financial structure will be fee-for-service model with a fixed budget: no revenue share models will be accepted. The NNMC reserves the right to award multiple contracts from this RFP. Awarded contracts will include a multi-year extension option based on first year performance up to a total of four years.

Issue Date of Request for Proposal:

Monday, June 24, 2019

Due Date of Proposal:

4:00 p.m. MT Tuesday, July 16, 2019

Northern New Mexico College Point of Contact:

Cheryl James, MNM, CPO

Email: cheryl.james@nnmc.edu

Phone: (505) 747-2162

NIGP Commodity Codes:

91812 – Analytical Studies and Surveys (Consulting)

91838 – Education and Training Consulting

91846 – Feasibility Studies (Consulting)

91876 – Marketing Consulting

Background Information

NNMC is a state-funded institution of higher education, managed by a five member Board of Regents appointed by the Governor of the State of New Mexico. NNMC was founded in 1909 by the New Mexico Territorial legislature with an original mission to teach English to Spanish-speaking teachers in the area. Historically, NNMC has been a community/technical college, but in 2005, the college began offering four-year degree programs. Currently, NNMC is an accredited, two-year and four-year degree granting institution of higher learning and offers degrees in biology, business administration, elementary education, engineering, environmental science, information technology, and nursing. The college primarily serves rural communities within a 40-mile radius of its main campus in Espanola, New Mexico; it also has a branch location in El Rito, NM that is about 30 north of its main campus. NNMC's mission is to "provide accessible, affordable, community-based learning opportunities that meet the educational, employment, and enrichment needs of our culturally diverse region."

B. Scope of Work

NNMC is soliciting proposals from qualified vendors to provide higher education cost analysis, program demand assessment, and/or related evaluation services that will result in strategic solutions for mission driven enrollment goals. Such services will demonstrate predictive data analysis, as well as encompass custom enrollment modeling, built on factors unique to NNMC. Offerors may propose to provide one, or more services in answer to the objectives listed below. Each service offered must

be itemized in the proposal with details on the methodology of proposed services, including any proprietary tools offered, and the associated fixed costs for such services and tools.

The major objectives of these services are:

- To provide an environmental scan with comparison data from comparable markets to determine current and long-term demand for undergraduate degree programs and certificates in NNMC's service area.
- To provide a profit/cost analysis (including instructional and indirect costs) of degree programs and certificates currently being offered by the NNMC.
- To determine motivational factors of current and prospective students to pursue education at NNMC.
- To provide a labor-focused data analysis that addresses the viability for gainful employment for current academic programs and provides recommendations for new programs.
- To provide best NNMC with access to market research and educational presentations and planning services related to strategic planning. Such planning should include methodology for implementing best practices and developing operational priorities.

Qualified firms wishing to respond to RFP: #2020-001 Higher Education Cost Analysis, Program Demand Assessment, and Related Evaluation Services must provide all equipment and materials described in this document, whether directly or through subcontractors/sub-consultants.

Offeror must demonstrate its higher education experience providing requested and/or similar/related services and be as responsive as possible to each item it proposes in the Scope of Work above.

D. Scope of Procurement

It is anticipated that the initial contract(s) will begin on August 1, 2019, or as soon as possible thereafter, and end on June 30, 2020. The Agency reserves the right, by mutual agreement of the parties, to extend the contract on an annual basis at the same price, terms and conditions for up to an additional three (3) one (1) year options to renew. Under no circumstances shall the term of this contract, including all extensions and renewals, exceed a total of four (4) years in duration.

E. Procurement Manager

NNMC has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, mail address, telephone number, and email address are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing via email. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other NNMC staff and faculty **do not** have the authority to respond on behalf of NNMC with regard to this procurement.

Cheryl James, Compliance Officer/Chief Procurement Officer
Northern New Mexico College

921 Paseo de Onate
Espanola, New Mexico 87532
Office Telephone Number: 505.747.2162
Email: cheryl.james@nmmc.edu

All deliveries via express carrier should be address as follows:

Cheryl James, Compliance Officer/Chief Procurement Officer
Northern New Mexico College
921 Paseo de Onate
Espanola, New Mexico 87532

F. Definition of Terminology

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"**Agency**" or "**Purchasing Agency**" means Northern New Mexico College.

"**Chief Procurement Officer**" or "**CPO**" means the person holding the position as the head of the central procurement office for the Northern New Mexico College, whose address follows:

Cheryl James, Compliance Officer/Chief Procurement Officer
Northern New Mexico College
921 Paseo de Onate
Espanola, New Mexico 87532

"**Contract**" or "**Agreement**" means a written agreement for the procurement of items of tangible personal property or services.

"**Contract Administrator**" means the individual designated by the Agency to administer the contract after it has been executed.

"**Contractor**" means a successful Offeror who enters into a binding contract.

"**Determination**" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

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

"**Evaluation Committee**" means a body appointed by the Agency management and/or the Chief Procurement Officer to perform the evaluation of Offeror proposals.

"**Evaluation Committee Report**" means a document prepared by the Procurement Manager and the

Evaluation Committee for submission to the Agency management and the Chief Procurement Officer for contract award. It contains all written determinations resulting from the procurement and contains one or more recommendations regarding contract award.

"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.

"Key Personnel" means the staff provided by a Contractor or a Subcontractor. Key Personnel will include at a minimum the project manager, and the Offeror's company executive with the responsibility for the overall performance of the Contract. Key Personnel may appear on-site.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

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

"Procurement Manager" means the person or designee authorized by the Agency and/or the Chief Procurement Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Professional Services" in this RFP mean the services related to higher education cost analysis, program demand assessment, and related evaluation services proposed by an Offeror.

"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 or proposal, which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

"Statement of Compliance" and **"Statement of Concurrence"** mean an express statement, by the Offeror in their proposal, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE Company] agrees to comply with this requirement." and "The [NAME HERE Company] concurs with this requirement."

G. Procurement Library

The Procurement Manager has established a Procurement Library. The documents listed in the Procurement Library are hereby incorporated into this RFP by reference Offerors are encouraged to

review the material contained in the Procurement Library by accessing the documents from the NNMC website at <https://nnmc.edu/home/facultystaff-gateway/business-services/information-on-current-rfp-s/>.

Other than Offeror-reproduced copies, materials cannot be removed from the library.

The library contains information listed below:

- The RFP, including the governing procurement regulations
- Other relevant documents
- Response to written Offeror questions

II. CONDITIONS GOVERNING THE PROCUREMENT

A. RFP Conditions

Responses to this RFP (hereinafter called "Proposal") for the performance of Higher Education Cost Analysis, Program Demand Assessment, and Related Evaluation Services, a (hereinafter called "Services") including its attachments and subsequent addendums shall provide responses to all of the requirements set forth within the RFP.

NNMC may accept Proposals, in whole or in part that most closely meet all the criteria described herein. NNMC reserves the right to cancel this RFP in whole or in part at any time if it is in its best interests. An award will not be based solely on the lowest fee; instead it will be based on several weighted criteria, as provided herein. As stated above, the financial structure will be fee-for-service model with a fixed budget: no revenue share models will be accepted. The NNMC reserves the right to award multiple contracts from this RFP.

The successful Offeror (hereinafter called "Contractor") will enter into a binding agreement (hereinafter "Contract") with NNMC. A draft of the Contract is included as Appendix B. The Proposer may recommend changes, deletions or additions to the Contract, however NNMC will make the final determination for inclusion. The NNMC understands that contractors may also require vendor service agreements in addition to the Contract: such agreements will be incorporated into the Contract as attachments and referenced in the scope of work. For definitions or clarifications to terms refer to Section I, Paragraph F of this document.

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B. Sequence of Events

<u>Action</u>	<u>Responsible Party</u>	<u>Date</u>
1. Issuance of RFP	NNMC	June 24, 2019 (Monday)
2. Last Day to Submit Written Questions	Potential Offerors	5:00 p.m., July 2, 2019 (Tuesday)
3. Response to Written Questions/RFP Amendments	Procurement Manager	July 5, 2019 (Friday)
4. Submission of Proposal	Potential Offerors	4:00 p.m. MDT, July 16, 2019 (Tuesday)
5. Proposal Evaluation	Evaluation Committee	July 18, 2019 (Thursday)
6. Selection of Finalist(s)	Evaluation Committee	July 18, 2019 (Thursday)
8. Best and Final Offer (if requested)	Finalist(s)	July 26, 2019 (Wednesday)
9. Anticipated Contract Award & Commencement of Services	NNMC	August 1, 2019 (Thursday)
FB	Offerors	August 16, 2019 (Thursday)

C. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II. D., above.

- a. Issuance of RFP: This RFP is being issued on behalf of the Northern New Mexico College (NNMC) on Monday, June 24, 2019.
- b. Deadline to Submit Written Questions: Potential Offerors may submit written questions to the Procurement Manager as to the intent, or to clarify information presented in this RFP until 5:00 p.m. Mountain Standard Time/Daylight Time on Tuesday, July 2, 2019 as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph E.
- c. Response to Written Questions: The Procurement Manager will distribute written responses to written questions publicly by close of business on Friday, July 5, 2019 via NNMC’s webpage at <https://nnmc.edu/home/facultystaff-gateway/business-services/information-on-current-rfp-s/>.
- d. Submission of Proposal: All Offeror proposals must be received for review and evaluation by the Procurement Manager or designee, **no later than 4:00 p.m. Mountain/Standard Time/Daylight Time on Tuesday, July 16, 2019. Proposals received after this deadline will not be accepted or considered.** The date and time of receipt will be recorded on each proposal. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors prior to contract award. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. **Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP: #2020-001.** Proposals sent

- by fax, or other means of electronic submission (including email) **will not** be accepted. 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 NNMC principal's signature on the contract(s) resulting from the procurement has been obtained.
- e. **Proposal Evaluation:** An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. The Evaluation Committee will be appointed by NNMC management. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the Offerors.**
 - f. **Selection of Finalists:** The Evaluation Committee may select and the Procurement Manager may notify the finalist Offerors on the date indicated in Section II. B (Sequence of Events), or as soon as possible.
 - g. **Best and Final Offers:** Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II, Paragraph B (Sequence of Events), above.
 - h. **Contract Award:** After review of the Evaluation Committee Report, and the tentative contract, the Chief Procurement Officer anticipates the NNMC management will award the contract(s) on the date indicated in Section II, Paragraph B (Sequence of Events), or as soon thereafter as possible, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. This date is subject to change at the discretion of the NNMC Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, NNMC reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process. The award is subject to appropriate institutional approvals.
 - i. **Protest Deadline:** Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below.

The protest must be delivered to:

Cheryl James
Protest Manager c/o
Northern New Mexico College
921 Paseo de Oñate
Española, NM 87532

Protests received after the deadline will not be accepted.

D. General Requirements

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-1 through 13-1-199 NMSA 1978).

1. Acceptance of Conditions Governing the Procurement: Offerors must indicate their acceptance of the Conditions Governing the Procurement via the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
2. Incurring Cost: Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP 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 the Agency. The Agency will make contract payments to only the prime contractor.
4. Subcontractors: Use of subcontractors shall be clearly explained in the proposal, and major subcontractors shall be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.
5. Amended Proposals: An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals shall be complete replacements for a previously submitted proposal and shall be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.
6. Offeror's Rights to Withdraw Proposal: Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror shall 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.
7. Proposal Offer Firm: Responses to this RFP, including proposed costs, will be considered firm for one hundred and twenty (120) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if submitted.
8. Disclosure of Proposal Contents: The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or

"confidential" subject to the following requirements.

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. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with New Mexico Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. The cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Chief Procurement Officer 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.

9. No Obligation: This procurement in no manner obligates NNMC or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any proposed professional services proposed until a valid written contract is awarded by the Chief Procurement Officer and other required approval authorities.
10. Termination: This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of NNMC.
11. Sufficient Appropriation: Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
12. Legal Review: The Agency 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.
13. Governing Law: This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.
14. Basis for Proposal: Only information supplied by the Agency in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.
15. Contract Terms and Conditions: The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B, "Sample Contract". However, the Agency reserves the right

to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Agency's terms and conditions, as contained in this Section or in Appendix B, that Offeror shall propose specific alternative language to the referenced provisions. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

16. Offeror's Terms and Conditions: Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the Agency. The Agency may or may not accept the additional language, at the Agency's sole discretion.
17. 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 as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
18. 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 mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.
19. Change in Contractor Representatives: The Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.
20. Notice: The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.
21. Agency Rights: The Agency reserves the right to accept all or a portion of an Offeror's proposal including the right to purchase software or services from authorized price agreements or in accordance with applicable provisions procurement regulations.

22. Right to Publish: Throughout the duration of this procurement process and contract term, potential Offerors, Offerors and contractors shall 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 or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.
23. Ownership of Proposals: All documents submitted in response to this Request for Proposals shall become the property of the Agency after the contract has been awarded. However, non-selected Offerors may retrieve at their expense any technical or user documentation submitted with their proposals after the expiration of the protest period.
24. Electronic Mail Address Required: A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror shall have a valid e-mail address to receive this correspondence.
25. 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 Procurement Manager, the version maintained by the Procurement Manager shall govern.
26. New Mexico Employees Health Coverage: For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work an average of at least 20 hours per week over a six (6) month period during the term of the contract, offer must agree to:
 - a) 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 no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - b) 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 no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;
 - c) 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 no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

Offeror must agree to maintain a record of the number of employees who have:

- (a) accepted health insurance;
- (b) decline health insurance due to other health insurance coverage already in place;

or

(c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

(d) Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link to additional information

<http://insurenwemexico.state.nm.us/>.

For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

27. Letter of Transmittal: Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix A). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter Of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.
28. Confidentiality: Any confidential information provided to, or developed by, the contractor in the performance 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.
29. Campaign Contribution Disclosure Form: Each proposal shall be accompanied by a completed Campaign Contribution Disclosure Form (Please Refer to Appendix E).
30. 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 a contract resulting from this RFP. The Offeror certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA1978, regarding contracting with a public officer or state employee or former state employee have been followed.

III. RESPONSE FORMAT AND ORGANIZATION

A. Number of Responses

Offerors shall submit only one (1) proposal.

B. Number of Copies

Offerors shall provide one (1) original and five (5) identical copies of their proposal Binder 1, one (1) original and five (5) copies of their cost proposal Binder 2, on or before the closing date and time for receipt of proposals.

All of the original binders shall be stamped “original”.

C. Proposal Format and Organization

All proposals shall be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal shall be organized and indexed in the following format and shall contain, as a minimum, all listed items in the sequence indicated.

Binder 1

- Letter of Transmittal
- Table of Contents
- Summary of Proposed Services
- Response to Mandatory Specifications
- Samples of Work Product/Tools and Techniques
- Other Supporting Material

Binder 2

- Proposed Cost of Proposed Services
- Offerors Additional Terms and Conditions (optional)
- Campaign Contribution Disclosure Form (Appendix D)

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 shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in Binder 2 with the Proposed Cost and Hourly Rate Form (additional pages may be attached).

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

The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

Offerors may include 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 be completed and must be signed by a person authorized to obligate the company. The letter of transmittal MUST include:

- a) Identify the submitting organization;
- b) Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e) Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph A and Section II, Paragraph D;
- f) Be signed by the person authorized to contractually obligate the organization; and
- g) Acknowledge receipt of any and all amendments to this RFP.

IV. SPECIFICATIONS

A. Information

1. Agency Resources

The following resources will be provided to contractor personnel for use on this contract:

- a) work space
- b) minimal clerical support
- c) desk, telephone, computer workstation, printer
- d) access will be available to copiers and fax machines
- e) Computer internet connection
- f) Access to BANNER at the appropriate level
- g) other technical support resources

2. Work Performance

For the purpose of preparing proposals, Offerors are to assume that all on-site work will be performed the following location:

Northern New Mexico College
921 Paseo de Oate
Española, New Mexico 87532

3. Time Frame

The contract(s) is/are scheduled to begin on August 1, 2019. The initial contract deliverables are to be completed by June 30, 2020.

B. Mandatory Specifications

Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Offerors should respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

1. Executive Summary

Offerors shall submit brief narrative highlighting their proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The summary should describe the following:

- a) Bidder's understanding of NNMC's needs per the Scope of Work.
- b) Scope of services being proposed.
- c) Qualifications and Experience in higher education research and needs assessments.
- d) Brief list and description of similar projects completed (client, scope and duration of assessment, outcome, and client contact name).
- e) High level project execution plan.

2. Offeror's Company Experience and Financial Stability

Offerors shall submit a statement of relevant company experience, including experience of subcontractors, if applicable. The documentation shall thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to the higher education services outlined in the Scope of Work. The statement shall include:

- a) Type of organization and the state of origin, the date established, location of headquarters and other offices, number and location of employees and a description of types of services offered.
- b) A statement regarding the Offeror's experience working with institutions of higher education, especially in market research, needs assessments, and related evaluation.
- c) If applicable, Offerors should include with their proposal copies of appropriate professional certifications and/or other documented credentials.
- d) Recent annual financial report or bank references for evaluation of financial capability to satisfactorily complete the requirements of this RFP.

3. Offeror's Company References

Offeror's proposals shall include three (3) external references from clients who are willing to validate the Offeror's past performance on similar contracts. The reference contact person will be expected to complete and return the Past Performance Questionnaire to the Evaluation Committee

by the evaluation date listed in the schedule of events. The failure of a reference contact person to return or thoroughly complete the questionnaire will result in a reduction of points awarded for this evaluation factor. The minimum information that shall be provided for each client reference follows:

- a) Name of the contact person;
- b) Name of the college/university, company, or governmental entity;
- c) Address of the contact person;
- d) Telephone number of contact person;
- e) Email address of the contact person;
- f) A description of the products and services provided and dates the products and services were provided.

4. Proposed Key Personnel Experience and Qualifications

Offerors shall submit resumes of all proposed Key Personnel, see Section I paragraph F Definitions, who will be performing services under the contract. Experience narratives shall be attached that describe the specific relevant experience of the Key Personnel members in relation to the role that member will perform for this contract. The narrative(s) shall include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials.

5. Project Plan & Methodology

Offerors shall submit a thorough project plan including methodologies to be used to meet the requirements of the projects objectives as noted in the Scope of Work. If proposing to answer more than one objective, the Offeror must offer separate plans and proposed methodologies to be implemented. At a minimum, the project plan shall include a milestone chart including tasks to be performed, proposed time frame and staff member designated for the completion of each task. The plan should also differentiate the on-site versus off-site services.

6. Samples of Work Products/Tools and Techniques

Offerors shall provide samples of relevant work products provided to previous clients. Samples of the work products should be included in Binder 1 of their proposals. Offerors shall provide a thorough description of any tools and or proven techniques that may be employed for proposed services.

7. Cost

Offerors shall provide a comprehensive price proposal that outlines rates per service objective category as noted in the Scope of Work in Binder 2. Price details should include hourly rates, in addition to costs of any specialized tools or accesses to proprietary software.

8. Resident Business Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid resident business certificate shall receive 5% (50 Points). The Offeror’s proposal must contain a copy of a valid Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

9. Resident Veterans Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran possessing a valid New Mexico Resident Veterans Preference Certificate shall receive up to 10% (100 Points). The Offeror’s proposal must contain a valid Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

V. EVALUATION

A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each.

<u>FACTOR</u>	<u>POINTS AVAILABLE</u>
1. Executive Summary/Responsiveness to NNMC’s Needs	200
2. Company Experience & Financial Stability	100
3. Company Past Performance /References	50
4. Proposed Key Personnel Experience	100
5. Project Plan and Methodology	200
6. Sample Work Products/Tools or Techniques	150
7. Cost	200
SUBTOTAL	1,000
 <u>ADDITIONAL OPTIONAL POINTS</u>	
Points will be awarded based on Offerors ability to provide a copy of a valid Resident Business Certificate OR Resident Veterans Certificate	
Resident Business Preference	50
Resident Veterans Preference	<u>100</u>
TOTAL	1,150

B. Evaluation Factors

Points will be awarded on the basis of the following evaluation factors:

1. Executive Summary/Responsiveness to NNMC’s Needs (200 points)
Points will be awarded for the Offeror's summary of qualifications and proposed services

and how well they demonstrate a responsiveness to NNMC's needs as stated in the Scope of Work.

2. Offeror's Company Experience (100 points)

- a. Company information – (no points)
- b. Experience - Up to 25 points will be awarded based upon an evaluation of the documented company experience including subcontractors, if applicable, on similar projects and engagements.
- c. Knowledge – Up to 25 points will be awarded based upon an evaluation of the extent of their documented knowledge of [programs/technology] for the project.
- d. Resources - Up to 15 points will be awarded based upon an evaluation of the applicability and availability of the Company resources that may be employed for the project.
- e. Certifications - Up to 15 points will be awarded based upon an evaluation of the applicability of provided certifications or other credentials to meet the needs of the project.
- f. Financial stability based on documentation provided – up to 20 points.

3. Offeror's Company References (50 points)

Points for company references will be awarded based upon an evaluation of the Offeror's work for previous clients receiving similar services to those proposed by the Offeror for this contract. Note: points are awarded based upon the responses to the Past Performance Questionnaires.

4. Key Personnel Experience (100 points)

Points for personnel experience will be awarded based upon an evaluation of each staff member's experience as it relates to their proposed role and the needs of this contract. Note: This factor should be divided into meaningful subfactors based upon the specific requirements of the solicitation. Some general criteria may include, education, years of experience etc.

5. Project Plan and Methodology (200 points)

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan and description of methodologies to be used to accomplish objectives as outlined in the Scope of Work.

6. Samples of Work Products/ Tools and Techniques (150 points)

- a) Up to 75 points will be awarded based upon an evaluation of the applicability and quality of the provided samples of work performed for previous clients.
- b) Tools/Techniques – Up to 75 points will be awarded based upon an evaluation of the applicability of any proposed tools and/or techniques to be used for the project.

7. Cost (200 points)

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

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times 200 \text{ available points} = \text{Award Points}$$

8. Resident Business Preference (50 points)

Fifty (50) points will be awarded if the proposal contains a copy the Taxation and Revenue Department's resident business preference certificate unless a Resident Veterans Preference Certificate is also submitted in which case the higher number of points from the Resident Veterans Preference shall be awarded instead.

9. Resident Veterans Preference (100 points)

One hundred (100) points will be awarded if the proposal contains a copy of the Taxation and Revenue Department's Resident Veterans Certificate as follows: Resident Veterans businesses with annual revenues of \$3M or less shall receive 100 points.

C. Evaluation Process

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.12.

APPENDIX A

**REQUESTS FOR PROPOSALS
RFP#2020-001**

Higher Education Cost Analysis, Program Demand Assessment, and Related Evaluation Services

LETTER OF TRANSMITTAL FORM

The failure to properly complete all of the items in this form will result in the disqualification of the proposal.

1. Identity (Name) and Mailing Address of the submitting organization (s): (Proposed Contractor)

2: Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization (s) to contractually obligate the organization (s). (Proposed Contractor)

Name _____
Title _____
Telephone Number: _____ Fax Number: _____
Email Address: _____

3. For the person (s) to be contacted for clarifications:

Name _____
Title _____
Telephone Number: _____ Fax Number: _____
E-Mail Address _____

4. List Proposed Subcontractors: _____

On behalf of the submitting organization named in item #1, above, I accept the conditions and general requirements governing the procurement as required in Section II, Paragraphs A-D. I concur that submission of our proposal constitutes acceptance of the evaluation factors contained in Section V of this RFP. I acknowledge receipt of any and all amendments to this RFP. I agree that this proposal is binding and firm for a period of one hundred and twenty (120) days after the due date for receipt of proposals.

_____, 20__
Name: (Type Name)

Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX B

SAMPLE
Contract Terms and Conditions

[Governmental Entity Name]
PROFESSIONAL SERVICES CONTRACT
FOR
[RFP Title]

THIS AGREEMENT is made and entered into by and between the [insert Purchasing Agency Name] [Governmental Entity Name], herein after referred to as the "Purchasing Agency", and [insert contractor name] herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- a. "Contract Administrator" means the individual designated by the Purchasing Agency to administer the contract after it has been executed. The Contract Administrator shall be [Name or Title].
- b. "Project Manager" means the individual assigned by the Purchasing Agency to manage the project and administer this Agreement. The Project Manager shall be [Name or Title].
- c. "Project Plan" means a document approved by the Project Manager which includes a list of tasks to be performed and the time frame for the completion of each task. All work under this Agreement shall be performed in accordance with the approved Project Plan.

2. Scope of Work:

[insert detail statement of work including deliverables]

Duties and Responsibilities:

[insert Contractor duties and responsibilities]

[insert Purchasing Agency duties and responsibilities]

Additional Information:

The following listed contractor supplied personnel shall perform services under this agreement:

[insert the names of contractor personnel and consultant classification from the contractor's proposal]

3. Work Environment

[insert location and facilities that will used in the performance of the scope of work. List all Purchasing agency supplied resources and facilities including computer resources to be used, if any]

4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

a. Acceptance -The Purchasing Agency shall determine if the services provided meet specifications. No payment shall be made for any service until the services and/or deliverables have been accepted in writing by the Contract Administrator.. Unless otherwise agreed upon between the Purchasing Agency and the Contractor, within _____() days from the date the Purchasing Agency receives written notice from the Contractor that payment is requested for services, the [Contract Administrator or Project Manager]shall issue a written certification of complete or partial acceptance or rejection of the services or deliverables. Upon certification that the services or deliverables have been received and accepted, payment shall be tendered to the Contractor within _____() days after the date of certification. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

b. Rates - The contractor agrees to perform billable work at the following rate(s) of per hour.

Service Category	Rate Per Hour On-Site	Rate Per Hour off-Site
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

c. Compensation - The total compensation under this Agreement will not exceed [insert \$]. The Contractor shall not be reimbursed for any travel or per diem expenses. All other expensed shall be approved by the Project Manager before they are incurred. Travel time is not billable.

d. Payment of Invoice - Payment shall be made monthly upon the receipt and acceptance if an invoice and a detailed time log of work perfumed. The time log shall indicate the on-site and off-site service hours performed by date, deliverable and the name of the individual performing the services. Payment will be made to the Contractor's designated mailing address.

e. Payment of Taxes - The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

f. Invoices – Invoices and time logs shall be submitted to the Contract Administrator.

- g. Facilities and Equipment - The Purchasing Agency shall provide Contractor personnel with reasonable office work space and facilities including access to a local telephone service, copy machine usage and office supplies. The Contractor shall provide Contractor personnel with any required personal computer equipment and software and shall reimburse the Purchasing Agency for all long distance telephone calls charged to the Purchasing Agency. **[insert any additional provisions]**

5. Term

This Agreement shall begin on date approved by the [insert governing authority name] and end on [insert date]. [insert renewal options from RFP here, if any]. This Agreement including all extensions and renewals shall not exceed [number] calendar years in duration.

6. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least [insert number of days] days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. **THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE INS SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.**

7. Status of Contractor

The Contractor, and his agents and employees, are independent contractors performing professional services for the Purchasing Agency and are not employees of the [Governing Entity Name]. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of government vehicles, or any other benefits afforded to employees of the [Governing Entity Name] as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

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 Purchasing Agency and the [Governing Entity Name] .

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the Contract Administrator. The following subcontractor(s) have been approved to supply resources for this Agreement

10. Records of Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Purchasing Agency, [Governing Entity Name], and appropriate federal authorities. The Purchasing Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Purchasing Agency to recover excessive or illegal payments.

11. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Purchasing Agency to the Contractor. The Purchasing Agency's decision as to whether sufficient appropriations 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 Purchasing Agency, its officers and employees, and the [Governing Entity Name] from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the [Governing Entity Name], unless the Contractor has express 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 Contract Administrator.

14. Product of Service: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the [Governing Entity Name] and shall be delivered to Purchasing Agency 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. The original and one copy of all materials, work papers, meeting notes, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Project Manager at conclusion of the Agreement.

[Note: The following paragraph is for software development contracts only]

The source code to any custom-developed software under this Agreement shall become the property of the [Governing Entity Name] and shall be delivered to the Project Manager on media of the Project Manager's choice no later than the termination date of this Agreement.

15. Conflict of Interest

The Contractor warrants that he 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.

16. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. The parties to this contract include the Purchasing Agency, the Contractor, the Chief Procurement Officer and [List additional parties, if any].

17. Approval of Contractor Personnel

Once work has started, no changes of personnel will be made by the contractor without the prior written consent of the Contract Administrator. 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 Purchasing Agency shall retain the right to require or request the removal of any of the Contractor's personnel at any time.

18. Scope of Agreement

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

19. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State [State Name], pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the Governor of the State of State Name], the Contractor agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, 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 Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

20. Indemnification

The Contractor shall hold the[Governing Entity Name] and its agencies and employees harmless and shall indemnify the[Governing Entity Name] and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Purchasing Agency, its officers or employees.

21. Applicable Law

This Agreement shall be governed by the laws of the State of [State Name]. Proper venue for legal action regarding this agreement shall be in the county of [County Name].

22. Limitation of Liability

The Contractor's liability to the Purchasing Agency for any cause whatsoever shall be limited to the purchase price paid to the Contractor for services that are the subject of the Purchasing Agency's claim. The foregoing limitation does not apply to Paragraph 20 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

23. Incorporation by Reference and Precedence

This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Proposals and Purchasing Agency response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the Request for Proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including exhibits thereto, if any; (3) the Contractor's Best and Final Offer; (4) the Request for Proposals, including appendices thereto including any documents incorporated by reference and written responses to questions and written clarifications and (5) the Contractor's proposal submitted in response to the Request for Proposals.

24. Warranties

The Contractor warrants that all services provided under this Agreement will be free from defects. The warranty period for services will be for a period of six (6) months after the acceptance of the deliverable. Warranty work will be performed at the Contractor's expense.

25. Project Reporting

The Contractor will provide periodic status reports to the Project Manager. Status reports will include as a minimum a discussion of project progress, problems encountered and recommended solutions, identification of policy or management questions, and requested project plan adjustments.

26. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the Purchasing Agency.

27 Insurance [Insert Evidence of Insurance Requirements, if any]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by [Governing Authority], below.

[Governing Entity Name]
[insert Purchasing Agency's name])

(Contractor)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

BY: _____

BY: _____

[Governing Authority]

Chief Procurement Officer

DATE: _____

APPENDIX C

MANDATORY REQUIREMENTS CHECKLIST

Note: This appendix is completed from the specifications section of the RFP.

Yes / No	<p><u>Letter of Transmittal</u> Each proposal shall be accompanied by a Letter of Transmittal (Please Refer to Appendix A). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.</p>
Yes / No	<p><u>Number of Copies</u> Offerors shall provide the following to the location listed below on or before the closing date and time for receipt of proposals: 1. <u>Binder 1</u> - One (1) original and five (5) identical copies of their proposal; 2. <u>Binder 2</u> - One (1) original and five (5) identical copies of the response to additional business specifications; The original binders shall be marked “ORIGINAL”.</p>
Yes / No	<p><u>PROPOSAL FORMAT AND ORGANIZATION</u> All proposals shall be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. The proposal shall be organized and indexed in the following format and shall contain, as a minimum, all listed items in the sequence indicated. <u>Binder 1:</u></p> <ul style="list-style-type: none"> • Letter of Transmittal • Table of Contents • Response to Mandatory Specifications (please see Section IV, Paragraph B) <ul style="list-style-type: none"> ○ Executive Summary ○ Offeror’s Company Experience & Financial Stability ○ Offeror’s Company References ○ Offeror’s Key Personnel Experience and Qualifications ○ Project Plan & Methodology ○ Samples of Work Products/Tools and Techniques ○ Other Supporting Materials <p><u>Binder 2:</u></p> <ul style="list-style-type: none"> • Cost – Comprehensive Price Proposal • Offerors Additional Terms and Conditions (optional) • Campaign Contribution Disclosure Form (<u>Binder 2</u>) • New Mexico Residential Business Preference (if applicable)

	<ul style="list-style-type: none"> • New Mexico Resident Veterans Preference (if applicable) <p>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 shall be thoroughly completed and included in the appropriate section of the proposal. <u>*All discussion of proposed costs, rates or expenses shall occur only in Binder 2.</u></p> <p>Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.</p> <p>The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.</p>
	<p style="text-align: center;"><i>MANDATORY SPECIFICATIONS</i></p> <p>Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Offerors should respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.</p>
Yes / No	1. <u>Executive Summary</u>
Yes / No	2. <u>Offeror’s Company Experience</u>
Yes / No	3. <u>Offeror’s Company References</u>
Yes / No	4. <u>Offeror’s Proposed Personnel Experience and Qualifications</u>
Yes / No	5. <u>Project Plan and Methodology</u>
Yes / No	7. <u>Samples of Work Products/Tools and Techniques</u>
Yes / No	8. <u>Proposed Cost - Comprehensive Price Proposal</u>
Yes / No	11. <u>New Mexico Residential Business Preference (if applicable)</u>
Yes / No	12. <u>New Mexico Residential Veterans Preference (if applicable)</u>
Yes / No	13. <u>Campaign Contribution Disclosure Form</u>

APPENDIX D

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money

or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX E

**Northern New Mexico
College RFP#2020-001
Offeror Company – Past Performance
Questionnaire**

For:

(Name of Offeror)

The above Offeror has listed your company as a business reference. Please return this form is to Northern New Mexico College no later than Wednesday, July 17, 2019 by close of business (MDT).

Please send the completed questionnaire to:

Name: Cheryl James, Procurement Manager
Address: 921 Paseo de Oate, Espanola, NM
87532 Telephone:(505) 747-2162 Fax: (505)
747-2180
or via Email: cheryl.james@nnmc.edu

For questions or concerns regarding this form, please contact the Procurement Manager listed above.

1. Quality of Products: How would you rate the quality of the offeror's products?
- Excellent - Very Good - Good - Poor - Very Poor
2. Quality of Services: How would you rate the quality of the offeror's services?
- Excellent - Very Good - Good - Poor - Very Poor
3. Problem Resolution: How would you rate the offeror's ability to identify and resolve problems or issues?
- Excellent - Very Good - Good - Poor - Very Poor
4. Overall Performance: How would you rate the offeror's overall Performance?
- Excellent - Very Good - Good - Poor - Very Poor
5. Any other comments?