REQUEST FOR PROPOSALS

RFP: #2022-002

Institutional Website Design, Build and Implementation

Issue Date: Thursday, November 11, 2021

Due Date: 4:00 p.m. MST, Tuesday, December 14, 2021

Office of Finance and Administration
921 Paseo de Onate
Espanola, NM 87532

CONTACT: Cheryl James, CPO
505.747.2162
cheryl.james@nmmc.edu
INTRODUCTION

A. Purpose of this Request for Proposals

The purpose of the Request for Proposal (RFP) is to solicit fixed-price proposals, from experienced and qualified vendors, to establish a contract through competitive negotiations for procurement of website design, build and implementation services to support Northern New Mexico College’s (Northern) strategic goals. The awarded service contracts will be for a 12-month period, with option to extend the contract for maintenance services for up to three (3) additional years after the initial design, build and implementation period.

Issue Date of Request for Proposal: Thursday, November 11, 2020
Due Date of Proposal: 4:00 p.m. MST Tuesday, December 14, 2021

Northern Point of Contact: Cheryl James, CPO
Email: cheryl.james@nnmc.edu Phone: (505) 747-2162

NIGP Codes: 91596 – Web design, management, and maintenance services

Proposals must be emailed in PDF format to the Procurement Manager by 4:00pm MST/DST December 14, 2021. Email submissions must clearly indicate that they are in response to RFP: #2022-002 – Institutional Website Design, Build and Implementation.

B. Background Information

Northern New Mexico College (Northern or NNMC) has served the communities of northern New Mexico for over a century. Since opening its doors in 1909 as the Spanish American Normal School in El Rito, NM, the College has provided open, affordable access to quality academic programs that meet the changing educational, economic and cultural needs of the region.

Northern primarily serves rural communities from within a 40-mile radius of our main campus in Española, NM, including eight Native American Pueblos, in one of the most underserved areas in the state. The College is an open-admissions institution, and offers the most affordable bachelor’s programs in the Southwest, as well as other competitively priced programs.

Now one of the state’s four regional comprehensive institutions, with its main campus in Española, NM, Northern offers more than 50 bachelor’s, associate, and certificate programs in arts, film & media, biology and environmental science, business, education, engineering, humanities & social sciences, liberal arts, and nursing. In addition, the College has reintroduced technical trades programs in electrical technology and plumbing, in partnership with two local unions and five public school districts through its new co-located Branch Community College, the first of its kind in the state’s history.

The College is dedicated to providing its approximately 1,200 students with the most relevant and
sought-after skills to enable them to prosper in the modern job market. Northern also offers extraordinary undergraduate student research opportunities early in their college careers, in STEM and human sciences. In addition, Northern has focused on the “trades of tomorrow,” including fast business certificates in Project Management, Microsoft Office and Hotel/Restaurant Management, and programs in Cybersecurity, Film and Digital Media Arts, Certified Nurse Aide, and others, including a Radiation Protection program in partnership with Los Alamos National Laboratory.

Northern is accredited by the Higher Learning Commission (HLC) and has earned additional prestigious national industry-specific accreditations for its engineering, nursing, education, and business programs.

Graduates of Northern have gone on to pursue rewarding futures, including advanced degrees at schools such as Johns Hopkins University and Purdue University; careers in both federal and state service; employment at NASA and Los Alamos National Laboratory, and as educators at all levels throughout the state and beyond. Alumni leave Northern with a world of opportunities ahead of them; however, the majority of graduates choose to remain in their communities to serve and uplift them.

**C. Current Environment**

The College is currently at an inflection point in its potential for growth and its vision for the future. Northern enjoys growing recognition and good will, positive relationships and collaborative partnerships with community, stakeholders and sister institutions in the state. The most recent Strategic Direction (2018-2022) provides a bold roadmap for student success and institutional development.

In 2021, Northern New Mexico College joined four other public New Mexico colleges to establish the Collaborative for Higher Education Shared Services, or CHESS, an Enterprise Resource Planning 501(c)3 nonprofit. CHESS marks a national groundbreaking initiative, whereby public higher education institutions are voluntarily joining forces to share decision-making and technology across institutions, to simplify administrative functions and reimagine student services to eliminate barriers and increase educational achievement, while still retaining their institutional independence.

In recent years, including during the COVID crisis, the College has grown in both enrollment, student credit hours, graduation rates, and in fundraising capacity for student scholarships, technology and other student needs. Northern has also recently received several multi-million dollar, competitive Title V (HSI) and Title III (STEM) federal grants.

Perhaps better than any time in its history, Northern is positioned to enhance its value to community, and to reach beyond its existing offerings and regional base to offer competitive online programs, high-demand technical trades, academic pathways and career services, and expanded regional and state-wide partnerships.

**D. Northern’s Current Website and Audiences**

Northern currently uses an open-source WordPress CMS and theme (“School Fun”). The website was developed internally and launched in 2014. While some custom programming, content audits and
reorganization of the top-level navigation has occurred since then, the site remains essentially the same. At this time, the theme is no longer supported, the site no longer supports student or institutional needs, and there are many pain points and shortcomings with which we struggle.

Northern uses Banner for our SIS. The website is hosted on-site, with on-premise servers (which present significant risks).

Site pain points & shortcomings include: limited CMS functionality; inflexible theme design; poor UX, especially for those with small screens; poor mobile responsiveness; no ADA compliance; no branding controls; unfriendly URLs; poor search capabilities for visitors, admins and content creators alike, unwieldy internal management systems, and much content that should be scrubbed.

The last major website content audit was performed in 2016, and focused on academic content development. In 2019, there was a college-wide effort to update site content. Still, the site has over 700 pages, many of which are out-of-date or unused, and others that are better suited for an intranet, rather than a public-facing website. Much important content is delivered via PDF download, including the Academic Catalog and Schedule of Classes.

Website Governance: Northern’s current site is managed by IT and Communications/Marketing (NCAM) departments with four internal content editors. Most departments don’t have content editors. NCAM contracts with an SEO/Digital Marketing firm, and IT contracts with a web developer. We are currently developing better landing pages and lead forms connected to digital marketing. COMMENT

Analytics: Without a CRM, we rely on Google analytics, and data from digital campaigns.

Main website audiences:
- Prospective students: enrollment/inbound marketing and service to:
  - local/regional prospective students & parents/families
  - dual credit/HS students, traditional, non-traditional, and adult returning to school or changing careers
  - online students for Northern’s first two completely online programs
    - Business Administration: Management & Project Management
    - Nursing: RN to BSN
- Current students: Resources and student portal
- Faculty and staff (the current website does not utilize an intranet function)
- Board of Regents
- Community partners; other external stakeholders
  - NM State agencies & legislature, Foundations, major employers, and other local, regional, and national organizations
- Press/media
- Alumni
- Donors [with giving portal for Northern’s Foundation]
- Institutional reporting, compliance, security requirements
E. Scope of Work

Northern New Mexico College invites proposals from web design firms that specialize in higher education, for the scope of work described below, to accomplish a complete redesign of the College’s website. We are looking for a student-centered website that will be a strong, modern, technological foundation for growth and development over the next five years or longer.

This website redesign project is part of a two-year investment to enhance Northern’s mission, academic reputation and awareness of its offerings, and to increase student enrollment, retention and graduation. The website redesign will be coordinated with expanded, data-driven, digital marketing campaigns.

Northern recognizes that the website is its most important, public-facing venue, central to its communication strategy. All outreach & recruitment efforts, communications and marketing, and civic and philanthropic engagement drive people to the website to learn more about the College. The website is the single most influential resource the College provides for prospective students and their families to use throughout the college search and selection process. It is, and should be, our 24/7 ambassador. It is also a hub for student support services and college-wide communication.

Project Goals and Priorities:

The College is looking for a web design firm to partner with its internal team of subject matter experts to help guide internal discovery and user research, and to design, build, and implement a completely new website that is central to its digital ecosystem, and both a top marketing and outreach tool, and communications and knowledge base for internal community. Deliverables include approved coded templates/development tools, information architecture, approved content, and testing and training, addressing the following project goals and objectives.

- **Strengthen Northern’s brand, visibility, reputation, engagement**, and [state and national] awareness of its academic offerings among its target audiences and stakeholders, aligned with its existing mission, brand and value proposition.

  - Find Your Future @Northern!
  - Affordable student success!
  - Affordable, Accredited, Online
  - Choose Northern for unique opportunity, quality academics, extraordinary value and personal support.
  - Financial Aid, scholarships, technology support, career services
  - Northern is the most affordable four-year institution in the southwest United States.
  - The place for undergraduate student research.
  - Affordability & employability: Earn while you learn — partnering with regional employers for internships, student employment, and jobs after graduation.
• Modernize Northern’s web presence and infrastructure in line with 21st century web design, functionality, audience expectations, and technical standards, with a focus on Gen Z and online students.

• Upgrade UX/User Experience (Evaluate and restructure information architecture)
  o Student-centered: focused on engaging experiences for our key audience — prospective and current students.
  o Digital/Mobile-first: Design a user-centered, student-friendly, and responsive/mobile-friendly website
  o Navigation: Optimize site navigation with clear, lean, intuitive navigation and menu structure for multiple audiences to find information quickly and easily (within one or two clicks).
  o Homepage: Visually pleasing, intuitive, welcoming initial landing page and wayfinding tool for any of our main audiences.
  o A-Z site map
  o Search: Enhance site search experience, supported by good taxonomy and keywords
  o Search Engine Optimization (SEO): for our pages to feature well in search engine results
  o Accessibility: Provide Accessibility/ADA to “AA” conformance/compliance
  o Simplified admissions journey: from admissions through registration, financial aid/paying for classes, advisement, purchasing course materials, and basic tech & distance education support, for frictionless service and support for new and continuing students.
  o Develop a program finder and integrate ways to explore academic programs from different perspectives: by areas of study, degree program, and pathways.
  o Develop the capability for department microsites/subdomains and landing pages for all academic programs
  o Event Calendar integration/campus wide calendaring option: Something better than google calendars.
  o Better Chatbot with AI functions.
  o “Friendly” URLs
  o Improved/optimized load time
  o Improved CMS functionality for admins and content contributors, with permission structure, for our day to day work and so we can self-manage our growth and development over time.
  o Testing sandbox environment.
  o HTML Academic Course Catalog (currently a pdf download) Please break out as a possible additional component to the RFP
  o Personalized experiences: Navigation based on the user, (related to developing personas). Please break out as a possible additional component to the RFP.

• Content Strategy & Development
  o Assist with content inventory and evaluation/audit, and centralized CMS strategy for the new site
  o Provide guidance re: SEO and CRM
Develop homepage content: Design a visually pleasing, intuitive, welcoming first landing page and initial wayfinding tool for any of our main audiences.

Develop top-level marketing content to attract/inform/engage prospective students and their families.

Develop quality evergreen and SEO-friendly content.

Develop student-friendly content for key student services — from admissions through registration, financial aid/paying for classes, advisement, purchasing course materials, and basic tech & distance education support, for frictionless service and support for new and continuing students.

Create dynamic academic program content, including undergraduate student research experiences unique to Northern.

Create engaging landing pages for all academic programs.

Create an “NNMC Newsroom” with content linked to our news stories and newsletters.

Lead editorial workshop/training for web contributors.

Assist with an effective content migration strategy.

Personalized content: Analyze audiences and develop personas/personalized content, experiences and navigation based on the user.

**Support for marketing, strategic enrollment, and development (fundraising)**

- Develop SEO & keyword strategy to increase organic traffic.
- Increase site engagement, new visitors, requests for information, response to calls to action.
- Increase completed applications, enrollment, and student retention.
- Increase in donations and alumni participation.
- Optimize Northern site overall, and academic & landing pages for traffic/data/lead capture and build in conversion goals and mechanisms to track & measure marketing effectiveness and ROI for google SEO/search, social media and other campaigns.
- Advise regarding an appropriate CRM system supporting inbound marketing, and student services and communications:
  - to attract, connect and manage relationships with leads, new audiences and best prospects;
  - create valuable content, experiences and solutions, and targeted engagements with potential students;
  - automate key initial communications to leads and applicants.

**Visual Design Development**

- Employ a digital-first brand and design approach to creating meaningful digital experiences for students and visitors, using existing brand guidelines and graphic identity.
- Homepage: Design a visually pleasing, intuitive, welcoming first landing page and initial wayfinding tool for any of our main audiences.
- Integrate throughout the site, design that embodies Northern’s unique story, brand, and value proposition, and highlights academic offerings and career pathways.
- Develop homepage and top-level marketing visuals and media for prospective
students and their families, including academic program homepages
  o Develop spaces for first-hand student testimonials, images, stories, videos, blogs
  o Create visually engaging landing pages for all academic programs
  o Include a framework for academic department microsites

• Visual Design Implementation
  o Deliver easy-to-use back end admin interface for site management.
  o Create a simple development toolkit with flexible content modules and page templates.
  o Build an overall digital brand guide and web style guide for content authors.
  o Meet latest web standards and web content accessibility guidelines (WCAG 2.1 Level AA), and support at least two versions back in the main browsers across all common operating systems
  o Compliance with Section 508 of the Americans with Disabilities Act.

• Departments out of project scope:
  o The following Northern departments currently have separate websites and are not part of this project: Bookstore, Athletics, and the Library.

• In-house resources:
  o Web Governance Council
  o Administration, Academic and Finance leadership
  o Strategic Enrollment Management team (1 person)
  o Communications & Marketing team (1.5 people)
  o Contract SEO/digital marketing group
  o IT team (1-2 people) + Contract web developer
  o Institutional Research
  o Faculty (1 person)
  o Students/Student Senate
  o Gray Associates data?
  o GoEducate

F. Technical Specifications

• Cloud-hosted secure website. Security/disaster recovery, risk mitigation, testing.
• User Testing/Quality Control/Post-Launch support
  o Quality control and integration support
  o Post-Launch training and ongoing support services.
  o Recommended usability testing
  o Recommended web accessibility testing
• Integrations:
  o ERP/Workday
  o Banner, Finance & Student Self-Service (up to 3 years)
  o Include Single Sign On (SSO)
  o Multi Factor Authentication (MFA)
G. Additional Response Requirements

Costs & Fees:

- Offeror must provide itemized pricing information including but not limited to costs associated with the design, build, implementation, testing, training, annual maintenance, and other related costs for a four (4) year period.
- Offeror must describe clearly what is included in annual maintenance costs and what is not included.

H. Submission Requirements

Offerors shall submit only one (1) proposal. The proposal shall be formatted for standard 8 1/2 x 11 paper size, in 12-point type font with page numbers, and organized in the following format:

File A:

- Transmittal Letter;
- Table of Contents;
- Summary of proposed services;
- Response to Mandatory Specifications;
- Supporting material and/or technical documentation; and
- The Campaign Contribution Disclosure Form.
- Any applicable preferences.
File B:

- Itemized proposed fixed costs*, including set-up fees, annual fees, other fees, and hour rates as applicable (i.e. technical support, training, consulting); and
- Offeror’s Additional Terms and Conditions (optional).
- **All discussion of proposed costs, rates or expenses shall occur only in File B.**

Proposals may be emailed in PDF format to the Procurement Manager by the specified time/date. Email submissions must clearly indicate that they are in response to RFP #2022-002 Institutional Website Design, Build and Implement.

Please see Section III Specifications for details regarding mandatory specifications.

I. **Procurement Manager**

Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other Northern staff and faculty **do not** have the authority to respond on behalf of Northern with regard to this procurement. Please address all questions and RFP responses to:

Cheryl James, CPO
Procurement Manager
Northern New Mexico College
921 N. Paseo de Onate
Espanola, New Mexico 87532
Office Telephone Number: 505.747.2162
Email: cheryl.james@nnmc.edu

J. **Procurement Library**

The Procurement Manager has established a Procurement Library. All 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 Northern’s website at [https://nnmc.edu/home/facultystaff-gateway/business-services/information-on-current-rfp-s/](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:

- RFP and associated Appendixes
- Response to written Offeror questions
- Other relevant documents

K. **Conditions Governing this Procurement**
Northern reserves the right to accept proposals, in whole or in part that most closely meet the criteria described herein. Northern also 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 that will be used to determine the most advantageous offer. The successful Offeror will enter into a service contract with Northern. A sample of the contract is included as Appendix D.

L. Sequence of Events

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issuance of RFP</td>
<td>Northern</td>
<td>November 11, 2020 (Thursday)</td>
</tr>
<tr>
<td>2. Last Day to Submit Written Questions</td>
<td>Potential Offerors</td>
<td>5:00 p.m., December 1, 2021 (Wednesday)</td>
</tr>
<tr>
<td>3. Response to Written Questions</td>
<td>Procurement Manager</td>
<td>5:00 p.m. MDT, December 3, 2021 (Friday)</td>
</tr>
<tr>
<td>4. Deadline for Submission of Proposals</td>
<td>Potential Offerors</td>
<td>4:00 p.m. MDT, December 14, 2021 (Tuesday)</td>
</tr>
<tr>
<td>5. Proposal Evaluation</td>
<td>Evaluation Committee</td>
<td>January 4-5, 2022 (Tuesday - Thursday)</td>
</tr>
<tr>
<td>6. Selection of Finalist(s)</td>
<td>Evaluation Committee</td>
<td>January 6, 2022 (Friday)</td>
</tr>
<tr>
<td>7. Presentations/Demonstrations</td>
<td>Finalist(s)</td>
<td>January 18, 2022 (Tuesday) via Zoom</td>
</tr>
<tr>
<td>8. Best and Final Offer (if requested)</td>
<td>Finalist(s)</td>
<td>January 25, 2022 (Tuesday)</td>
</tr>
<tr>
<td>9. Anticipated Contract Award</td>
<td>Northern</td>
<td>January 28, 2022 (Friday)</td>
</tr>
<tr>
<td>10. Anticipated Protest Deadline</td>
<td>Offerors</td>
<td>February 12, 2022 (Saturday)</td>
</tr>
</tbody>
</table>

M. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section L. Sequence of Events above.

a. **Issuance of RFP:** This RFP is being issued on behalf of the Northern on Thursday, November 11, 2021.

b. **Deadline to Submit Written Questions:** Offerors may submit written questions to the Procurement Manager to clarify information presented in this RFP until 5:00 p.m. MST/DST Wednesday, December 1, 2021, as indicated in the sequence of events.

c. **Response to Written Questions:** The Procurement Manager will distribute responses to written questions publicly by close of business on Friday December 3, 2021 via Northern’s webpage at [https://nnmc.edu/home/facultystaff-gateway/business-services/information-on-current-rfp-s/](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. MST/DST on Tuesday, December 14, 2021. Proposals received after this deadline will not be accepted or considered. 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 emailed in PDF format to the Procurement Manager listed above. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals.

e. **Proposal Evaluation:** An Evaluation Committee will evaluate proposals per the Sequence of Events above. The Evaluation Committee will be appointed by Northern management. During this time, the Procurement Manager may initiate discussions with Offerors for the purpose of clarifying aspects of the proposals if deemed necessary. Discussions shall not be initiated by the Offerors. The most advantageous proposal may or may not have received the most points.

f. **Selection of Finalists:** The Procurement Manager will notify finalists and provide a schedule for the presentations/demonstration per the Sequence of Events above.

g. **Presentations/Demonstrations:** Finalists Offerors will be required to make an oral presentation/demonstration of their products/services. The Procurement Manager will schedule the time for each Offeror’s demonstration/presentation. All presentations will be made via remote access Zoom meeting and limited to a fixed amount of time.

h. **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 the Sequence of Events above.

i. **Contract Award:** After Northern management’s review and acceptance of a) the Evaluation Committee’s recommendation, b) any Contractor requested modifications of the proposed contract, and/or c) any Contractor specific terms and conditions, an award will be issued on the date indicated in the Sequence of Events, or as soon thereafter as possible. This date is subject to change at the discretion of the Chief Procurement Officer. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, Northern reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

j. **Protest Deadline:** Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. A Protest Manager has been named in this RFP, 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 RFP. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm MST/DST on the 15th day. Written protests must include the name and address of the protestor, the RFP number, a statement of the grounds for protest, (including appropriate supporting exhibits), and it must specify the ruling/remedy requested. Protests received after the deadline will not be accepted. The protest must be delivered to:

Cheryl James, CPO – Protest Manager  
Northern New Mexico College  
921 N. Paseo de Onate  
Espanola, NM 87532
N. 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 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. Letter of Transmittal
Each proposal must be accompanied by a completed Letter of Transmittal signed by a person authorized to obligate the company. The letter of transmittal must:

   a) Identify the submitting organization;
   b) Identify the name, title, telephone number, and e-mail address of the person authorized by the organization to contractually obligate the organization;
   c) Identify the name, title, telephone number, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
   d) Identify the names, titles, telephone numbers, and e-mail addresses of persons to be contacted for clarification;
   e) Explicitly indicate acceptance of the conditions governing the procurement (per Appendix B – General Requirements);
   f) Be signed by the person authorized to contractually obligate the organization; and
   g) Acknowledge receipt of any and all amendments to this RFP.

2. Summary of Proposed Services
Offerors shall submit a summary of proposed services in response to Northern’s website design, build and implementation needs as detailed in the Scope of Work.

3. Offeror’s Higher Education Experience
Offerors shall submit a statement regarding their experience working with higher education intuitions, of similar size and scope to those described herein, including experience of subcontractors, if applicable.

4. Offeror’s Company Experience
Offerors shall submit a statement of relevant company experience, including experience of subcontractors, if applicable. Include in your narrative information: years in business; information on your current financial status; any current litigation and/or bankruptcy; insurance coverages; and if background checks are a standard practice for the company. Please also provide a list of current customers utilizing your proposed solution/product.

5. 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, recent contracts. The minimum information that shall be provided for each client reference follows:
a) Name of the contact person;
b) Name of the 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.

6. **Proposed Key Personnel Experience and Qualifications**
Offerors shall provide short experience narratives of a Key Personnel who will be performing services under the contract. Narratives(s) should include a thorough description of the individual’s education, knowledge, and relevant experience, as well as certifications or other professional credentials.

7. **Project Plan**
Offerors shall submit a project plan, including a milestone chart of tasks to be performed to successfully implement the proposed services per the target dates provided in the Scope of Work. Within your project plan, please include information regarding how the Offeror will work with Northern to resolve any barriers that may emerge affecting successful project completion.

8. **Samples of Work Products/Tools and Techniques**
Offerors shall provide samples of relevant work products provided to previous clients.

9. **Proposal Presentation**
If selected as a finalist, Offerors agree to provide the Evaluation Committee with a demonstration of their product/service and the opportunity to interview proposed Key Personnel members. A Statement of Concurrence is required.

10. **Cost**
Offerors shall provide itemized proposed costs, including set-up fees, annual fees, other fees, and hour rates as applicable (i.e. technical support, training, consulting).

11. **Proposal Presentation/Demonstrations**
Finalists shall provide the Evaluation Committee with a demonstration of their proposed products/services via a remote Zoom meeting per the Sequence of Events.

12. **Campaign Disclosure Form**
A completed Campaign Contribution Disclosure Form is required for all contracts secured by competitive sealed bid pursuant to NMSA 1978 13-1-191.1.

13. **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 an additional 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.
Please note: An Offeror may only receive one preference.

14. 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 an additional 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. Please note: An Offeror may only receive one preference.

O. Evaluation Criteria & Scoring

Evaluation Point Summary

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

<table>
<thead>
<tr>
<th>FACTOR</th>
<th>POINTS AVAILABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Letter of Transmittal</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>2. Summary of Proposed Services</td>
<td>175</td>
</tr>
<tr>
<td>3. Higher Education Experience</td>
<td>100</td>
</tr>
<tr>
<td>4. Company Experience</td>
<td>100</td>
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<tr>
<td>5. Company References</td>
<td>50</td>
</tr>
<tr>
<td>6. Proposed Personnel Experience and Qualifications</td>
<td>50</td>
</tr>
<tr>
<td>7. Project Plan &amp; Methodology</td>
<td>75</td>
</tr>
<tr>
<td>8. Sample Work Products/Tools or Techniques</td>
<td>150</td>
</tr>
<tr>
<td>10. Cost - Comprehensive Price Proposal</td>
<td>200</td>
</tr>
<tr>
<td>11. Proposal Presentation/Demonstration</td>
<td>100</td>
</tr>
<tr>
<td>12. Campaign Contribution Disclosure Form</td>
<td>Pass/Fail</td>
</tr>
</tbody>
</table>

Subtotal 1,000

Additional Points (if applicable)
13. New Mexico Resident Business Preference; or 50
14. New Mexico Resident Veteran Preference 100

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

1. Letter of Transmittal (Pass or Fail).

2. Summary of Proposed Services (175 points)
   Point will be awarded based on upon the Offeror’s proposed services and responsiveness to Northern’s student website design, build and implementation needs as detailed in the Scope of Work.

3. Offeror’s Higher Education Experience (100 points)
   Points for company experience working with Institutions of Higher Education 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.

4. Offeror’s Company Experience (100 points)
Points will be awarded based upon an evaluation of the documented company experience including subcontractors, if applicable, on similar projects and engagements.

5. 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.

6. Proposed Personnel Experience and Qualifications (50 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.

7. Project Plan (75 points)
Points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan for the website design, build and implementation per the information provided in the Scope of Work.

8. Samples of Work Products/ Tools and Techniques (150 points)
Points will be awarded based upon an evaluation of the applicability and quality of the provided samples of work and any proposed tools and/or techniques to be used for the project.

9. Proposal Presentation Concurrence – Pass/Fail

10. Cost (200 points)
The evaluation of each Offeror's fixed price cost proposal will be calculated using the following formula:

\[
\text{Award Points} = \frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times 200
\]

11. Proposal Presentation (100 points)
Points for the proposal presentation will be awarded based upon an evaluation of the qualifications of the proposed staff. Effective communication, technical or application knowledge, experience with similar engagements and the quality of the responses to questions will be the principle criteria for the evaluation. Proposed tools and/or techniques will be evaluated based upon the applicability to the project.

12. Campaign Contribution Disclosure Form (Pass/Fail)
A completed Campaign Contribution Disclosure Form is required for all contracts secured by competitive sealed bid pursuant to NMSA 1978 13-1-191.1.

13. Resident Business Preference (50 points)
Fifty (50) points will be awarded if the proposal contains a copy the New Mexico
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.

14. 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.

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 proposal responses.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors that have been assigned a point value. Responsible Offerors with the highest scores will be selected as Finalists. Finalists who are asked to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible Offeror whose proposal is most advantageous to the Agency will be recommended for contract award. Please note: a serious deficiency in the response to any one factor may be grounds for non-selection regardless of overall score.

**Appendixes**

Appendix A – Letter of Transmittal  
Appendix B – General Requirements  
Appendix C – Sample Service Contract  
Appendix D – Campaign Contribution Disclosure Form  
Appendix E – RFP Mandatory Requirements Checklist  
Appendix F – Past Performance Questionnaire – for reference only
APPENDIX A

REQUESTS FOR PROPOSALS RFP#2022-002
Institutional Website Design, Build and Implementation

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.

Name: (Type Name), 20

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

Northern New Mexico College

Request for Proposals - General Requirements

All RFP procurements 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 one is 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://insurenewmexico.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 RFP 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.


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.
APPENDIX C

SAMPLE
Contract Terms and Conditions
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 be 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]


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.

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Rate Per Hour On-Site</th>
<th>Rate Per Hour off-Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
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<td>3.</td>
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</tbody>
</table>

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 expenses 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 performed. 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 that 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])

_________________________________________  ______________________________
By: ___________________________  ____________________________
    By: ___________________________
    Title: ___________________________  Title: ___________________________

_______________________________  ______________________________
By: ___________________________  By:____________________________
    [Governing Authority]  Chief Procurement Officer

DATE: ___________________________
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:**

<table>
<thead>
<tr>
<th>Contribution Made By:</th>
<th>__________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relation to Prospective Contractor:</td>
<td>__________________________</td>
</tr>
<tr>
<td>Date Contribution(s) Made:</td>
<td>__________________________</td>
</tr>
<tr>
<td>Amount(s) of Contribution(s)</td>
<td>__________________________</td>
</tr>
<tr>
<td>Nature of Contribution(s)</td>
<td>__________________________</td>
</tr>
<tr>
<td>Purpose of Contribution(s)</td>
<td>__________________________</td>
</tr>
</tbody>
</table>
(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**

**MANDATORY REQUIREMENTS CHECKLIST**

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

<table>
<thead>
<tr>
<th>Yes / No</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Letter of Transmittal</strong></td>
<td>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 Transmittalsuch 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.</td>
</tr>
<tr>
<td><strong>Number of Copies</strong></td>
<td>Offerors shall provide email to the Procurement Manager, as listed below on or before the closing date and time for receipt of proposals: 1. <strong>Binder 1</strong> – in PDF format 2. <strong>Binder 2</strong> – in PDF format</td>
</tr>
<tr>
<td><strong>PROPOSAL FORMAT AND ORGANIZATION</strong></td>
<td>All proposals shall be typewritten on standard 8 ½ 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.</td>
</tr>
<tr>
<td>Binder 1:</td>
<td>• Letter of Transmittal • Table of Contents • Response to Mandatory Specifications (please see Section N, page 13-17)  o Summary of Proposed Services  o Offeror’s Company Experience &amp; Financial Stability  o Offeror’s Company References  o Offeror’s Key Personnel Experience and Qualifications  o Project Plan &amp; Methodology  o Samples of Work Products/Tools and Techniques</td>
</tr>
<tr>
<td>Binder 2:</td>
<td>• Cost – Comprehensive Price Proposal • Offerors Additional Terms and Conditions (optional) • Campaign Contribution Disclosure Form (Binder 2) • New Mexico Residential Business Preference (if applicable) • New Mexico Resident Veteran Preference (if applicable)</td>
</tr>
</tbody>
</table>
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.*

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis at the discretion of the Evaluation Committee.

**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.

<table>
<thead>
<tr>
<th>Yes / No</th>
<th>1. Letter of Transmittal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes / No</td>
<td>2. Summary of Proposed Services</td>
</tr>
<tr>
<td>Yes / No</td>
<td>3. Offeror’s Higher Education Experience</td>
</tr>
<tr>
<td>Yes / No</td>
<td>4. Offeror’s Company Experience</td>
</tr>
<tr>
<td>Yes / No</td>
<td>5. Offeror’s Company References</td>
</tr>
<tr>
<td>Yes / No</td>
<td>6. Offeror’s Proposed Personnel Experience and Qualifications</td>
</tr>
<tr>
<td>Yes / No</td>
<td>7. Project Plan and Methodology</td>
</tr>
<tr>
<td>Yes / No</td>
<td>8. Samples of Work Products/Tools and Techniques</td>
</tr>
<tr>
<td>Yes / No</td>
<td>9. Proposal Presentation/Demonstration – Statement of Concurrence</td>
</tr>
<tr>
<td>Yes / No</td>
<td>10. Proposed Cost - Comprehensive Price Proposal</td>
</tr>
<tr>
<td>Yes / No</td>
<td>11. Campaign Contribution Disclosure Form</td>
</tr>
<tr>
<td>Yes / No</td>
<td>12. New Mexico Residential Business Preference (if applicable)</td>
</tr>
<tr>
<td>Yes / No</td>
<td>13. New Mexico Residential Veterans Preference (if applicable)</td>
</tr>
</tbody>
</table>
APPENDIX F

For reference only – NNMC will contract references.

Northern New Mexico
College RFP#2022-002
Offeror Company – Past Performance
Questionnaire

For:

(Name of Offeror)

The above Offeror has listed your company as a business reference. Please return this form to Northern New Mexico College by [date to be determined].

Please send the completed questionnaire via email to:
Name: Cheryl James, Procurement Manager
cheryl.james@nnmc.edu
Telephone:(505) 747-2162

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?