**STATE OF NEW MEXICO**

**REGULATION AND LICENSING DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)**

**Licensing and Testing Services**



**RFP#**

23-420-00-11214

RFP Release Date: January 6, 2023

Proposal Due Date: January 17, 2023

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

**Table of Contents**

[I. INTRODUCTION 1](#_Toc123819729)

[A. PURPOSE OF THIS REQUEST FOR PROPOSALS 1](#_Toc123819730)

[B. BACKGROUND INFORMATION 1](#_Toc123819731)

[C. SCOPE OF PROCUREMENT 4](#_Toc123819732)

[D. SCOPE OF WORK 4](#_Toc123819733)

[E. PROCUREMENT MANAGER 11](#_Toc123819734)

[F. PROPOSAL SUBMISSION 11](#_Toc123819735)

[G. DEFINITION OF TERMINOLOGY 12](#_Toc123819736)

[H. PROCUREMENT LIBRARY 15](#_Toc123819737)

[II. CONDITIONS GOVERNING THE PROCUREMENT 16](#_Toc123819738)

[A. SEQUENCE OF EVENTS 16](#_Toc123819739)

[B. EXPLANATION OF EVENTS 16](#_Toc123819740)

[1. Issue RFP 16](#_Toc123819741)

[2. Acknowledgement of Receipt Form 16](#_Toc123819742)

[3. Deadline to Submit Written Questions 17](#_Toc123819743)

[4. Response to Written Questions 17](#_Toc123819744)

[5. Submission of Proposal 17](#_Toc123819745)

[6. Proposal Evaluation 18](#_Toc123819746)

[7. Selection of Finalists 18](#_Toc123819747)

[8. Finalize Contractual Agreements 18](#_Toc123819748)

[9. Contract Awards 18](#_Toc123819749)

[10. Protest Deadline 18](#_Toc123819750)

[C. GENERAL REQUIREMENTS 19](#_Toc123819751)

[1. Acceptance of Conditions Governing the Procurement 19](#_Toc123819752)

[2. Incurring Cost 19](#_Toc123819753)

[3. Prime Contractor Responsibility 19](#_Toc123819754)

[4. Subcontractors/Consent 19](#_Toc123819755)

[5. Amended Proposals 19](#_Toc123819756)

[6. Offeror’s Rights to Withdraw Proposal 20](#_Toc123819757)

[7. Proposal Offer Firm 20](#_Toc123819758)

[8. Disclosure of Proposal Contents 20](#_Toc123819759)

[9. No Obligation 20](#_Toc123819760)

[10. Termination 21](#_Toc123819761)

[11. Sufficient Appropriation 21](#_Toc123819762)

[12. Legal Review 21](#_Toc123819763)

[13. Governing Law 21](#_Toc123819764)

[14. Basis for Proposal 21](#_Toc123819765)

[15. Contract Terms and Conditions 21](#_Toc123819766)

[16. Offeror’s Terms and Conditions 22](#_Toc123819767)

[17. Contract Deviations 22](#_Toc123819768)

[18. Offeror Qualifications 22](#_Toc123819769)

[19. Right to Waive Minor Irregularities 22](#_Toc123819770)

[20. Change in Contractor Representatives 22](#_Toc123819771)

[21. Notice of Penalties 23](#_Toc123819772)

[22. Agency Rights 23](#_Toc123819773)

[23. Right to Publish 23](#_Toc123819774)

[24. Ownership of Proposals 23](#_Toc123819775)

[25. Confidentiality 23](#_Toc123819776)

[26. Electronic mail address required 23](#_Toc123819777)

[27. Use of Electronic Versions of this RFP 23](#_Toc123819778)

[28. New Mexico Employees Health Coverage 24](#_Toc123819779)

[29. Campaign Contribution Disclosure Form 24](#_Toc123819780)

[30. Letter of Transmittal 24](#_Toc123819781)

[31. Disclosure Regarding Responsibility 25](#_Toc123819782)

[32. New Mexico/Native American Resident Preferences 26](#_Toc123819783)

[III. RESPONSE FORMAT AND ORGANIZATION 27](#_Toc123819784)

[A. NUMBER OF RESPONSES 27](#_Toc123819785)

[B. ELECTRONIC SUBMISSION 27](#_Toc123819786)

[C. PROPOSAL CONTENT AND ORGANIZATION 28](#_Toc123819787)

[IV. SPECIFICATIONS 29](#_Toc123819788)

[A. Mandatory Specifications 29](#_Toc123819789)

[1. Language Availability 29](#_Toc123819790)

[2. Financial Stability 29](#_Toc123819791)

[3. Letter of Transmittal Form 29](#_Toc123819792)

[4. Campaign Contribution Disclosure Form 29](#_Toc123819793)

[B. Desirable Specifications 31](#_Toc123819794)

[1. Business Experience 31](#_Toc123819795)

[2. Business Capability 31](#_Toc123819796)

[3. Business Capacity 31](#_Toc123819797)

[4. Application and Renewal Process 32](#_Toc123819798)

[5. Examination Development, Maintenance, and Administration 32](#_Toc123819799)

[6. Start-up Plan and Timeline 32](#_Toc123819800)

[C. New Mexico/Native American Resident Preferences 32](#_Toc123819801)

[V. EVALUATION 33](#_Toc123819802)

[A. Mandatory Specifications 33](#_Toc123819803)

[1. Language Availability 33](#_Toc123819804)

[2. Financial Stability 33](#_Toc123819805)

[3. Letter of Transmittal Form (Appendix C) 33](#_Toc123819806)

[4. Campaign Contribution Disclosure Form (Appendix D) 33](#_Toc123819807)

[5. Cost Response Form (Appendix E) (30 points) 34](#_Toc123819808)

[B. Desirable Specifications 34](#_Toc123819809)

[1. Business Experience (15 points) 34](#_Toc123819810)

[2. Business Capability (10 points) 34](#_Toc123819811)

[3. Business Capacity (10 points) 34](#_Toc123819812)

[4. Application and Renewal Process (15 points) 34](#_Toc123819813)

[5. Examination Development, Maintenance, and Administration (15 points) 35](#_Toc123819814)

[6. Start-up Plan and Timeline (5 points) 35](#_Toc123819815)

[C. New Mexico/Native American Resident Preferences 35](#_Toc123819816)

[VI. EVALUATION PROCESS 36](#_Toc123819817)

[Appendix A – Draft Contract 37](#_Toc123819818)

[Appendix B - Acknowledgement of Receipt Form 45](#_Toc123819819)

[Appendix E - Letter of Transmittal Form 47](#_Toc123819820)

[Appendix D - Campaign Contribution Disclosure Form 48](#_Toc123819821)

[Appendix E - Cost Response Form 51](#_Toc123819822)

# I. INTRODUCTION

### PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of services in administering the licensing/certification program for the Construction Industries Division (CID) and Manufactured Housing Division (MHD) and developing and administering examinations required for licensure or certification for CID and for the MHD. The services will be provided pursuant to the following laws: the Construction Industries Licensing Act; the Liquefied Petroleum Gas and Compressed Natural Gas Act; Manufactured Housing Licensing Act; and applicable chapters of the New Mexico Administrative Code.

### BACKGROUND INFORMATION

Missions: The Construction Industries Division and the Manufactured Housing Division’s missions are to ensure public safety and promote economic development in New Mexico by adopting and enforcing equitable and uniform building standards, developing and maintaining effective, high-quality licensing programs that foster professionalism, competence, public safety, quality construction, and building code compliance.

The Regulation & Licensing Division (RLD) is headed by a Superintendent, appointed by the Governor. It is the administrative unit that oversees seven divisions and thirty boards. CID-MHD is the largest division within RLD and is headed by a director, who reports to the Superintendent. The Agency is generally funded through legislative appropriations from the State of New Mexico general fund. CID-MHD is responsible for the administration of the requirements of the Construction Industries Licensing Act, LP Gas Act, and the Manufactured Housing Licensing Act to include plan review, permit issuance, and inspections for compliance with safety standards established through the adoption of various national and federal construction safety codes, which are amended for use in New Mexico. CID-MHD is composed of five primary bureaus: the General Construction Bureau, the Mechanical and Plumbing Bureau, the Electrical Bureau, LP Gas Bureau and Manufactured Housing. The Director of CID-MHD issues licenses and certificates of competence to individuals determined to have the appropriate educational background and work experience. The Construction Industries Commission, which has general oversight of CID, is a nine-member body appointed by the Governor from the various construction trades, LP Gas industry, organized labor, the architectural profession, and the public. The Manufactured Housing Committee which has oversight of MHD, is a seven-member body appointed by the Governor from the various manufactured housing trades and the public.

CID is responsible for statewide licensing of Contractors and for performing building inspections in all areas of the state; except where local municipalities have assumed this responsibility. CID licenses over 44,500 construction professionals and over 18,000 licensed business entities per year. MHD is headed by a Bureau Chief who reports to the CID-MHD Director and is responsible for the licensing of dealers, salespersons, brokers, installers and repairman, and manufacturers of manufactured housing. MHD also inspects the installation of manufactured homes statewide. MHD licenses approximately 250 manufactured housing industry professionals a year.

CID-MHD Mandates: The systems, equipment, practices, etc. which CID-MHD has in place that will affect the contract and/or this procurement are:

1. An electronic permit system. The licensing/certification program must interface with the permitting system so that permits are not issued to requestors who are not properly and validly licensed. A link is provided in the Procurement Library to review RLD’s permitting system.

2. Providing licensing information to the public. The licensing program must provide accurate current licensing information to the public via in person, phone and internet services on a daily basis.

3. Upkeep, update, keep in proper and good condition of all hard-copy license files in Agency’s Albuquerque and Santa Fe offices:

• Agency maintains official hard-copy files for each licensed contractor and certified journeyman in its Santa Fe offices.

• Contractor must update and maintain these files as directed by Agency.

• Agency maintains official hard-copy files for LP Gas licensees in its Albuquerque offices. Contractor must update and maintain as directed by Agency.

• These files are the official public records pertaining to the Agency’s licensing function and must be kept accurately, current and in good order.

4. The Offeror to whom a contract is awarded as a result of this RFP must be able to commence providing the licensing/certification and examination services as outlined in this RFP in full compliance with all requirements under the contract once the contract is approved by the State Purchasing Division, without any significant interruption in these services as they are currently being provided.

Goal for Licensing Program: It is the goal of CID-MHD through this RFP process to acquire and provide the highest quality licensing/certification and licensing examination services possible to the construction, manufactured housing, and LP gas industries in New Mexico, to provide those services without significant interruption, and to ensure all necessary licensing functions are carried out in a cost-effective and responsible manner that promotes the statutorily established purposes of CID-MHD.

Location of Offices: CID-MHD has offices located in Las Cruces, Albuquerque, and Santa Fe. All CID-MHD field inspectors operate out of home offices. The licensing program is currently located in a vendor office in Albuquerque. The vendor to whom the contract is awarded will be required to maintain offices as stated in the scope of work of this RFP.

Licensing Workload: The approximate number of licenses, certificates and renewals processed annually are as follows:

 New Contractor Licenses: 1700

 Qualifying Party Certificates: 1800

 Contractor Renewals: 5800

 LP Gas New Dealer Licenses: 50

 LP Gas QP Certificates: 275

 LP Gas Renewals: 700

 New Journeyman Certificates: 800

 Journeyman Renewals: 4300

 Crossovers 213

 Installers 14

 Dealers 5

 Manufacturers 4

 Salesperson 26

 Temp Sales 12

 Total 15,699

Each exam to be administered is an integral part of the CID-MHD licensing process.

The Offeror awarded a contract may not charge any applicant a fee for any exam in excess of that which is proscribed in this RFP for the exam requested.

Goal for Exam Services: It is the goal of CID-MHD through this RFP process to acquire and provide the highest quality licensing examination services possible to the construction and manufactured housing industries in New Mexico, to provide those services without significant interruption, and to ensure all necessary licensing exams are provided in a cost-effective, highly professional, and responsible manner that promotes the statutorily established purposes of CID and MHD.

Location of Offices: CID and MHD have offices located in Las Cruces, Albuquerque, and Santa Fe. The exam services are currently provided routinely out of vendor offices located in Albuquerque, Santa Fe, Las Cruces, Farmington, and Roswell.

Workload: The approximate numbers of exams administered annually are as follows:

CID

 Qualifying Party Exams: 3050

 LP Gas Exams 350

 New Journeyman Exams: 2400

 Total 5,800

The licensing/certification function currently involves ninety-six (96) classifications utilizing eighty-five (85) different written examinations and five (5) demonstrative tests; Journeyman Plumber, Journeyman Gas, Journeyman Sheetmetal, Electrical journeyman and Residential Electrical journeyman.

MHD

License Exams: 175

Agency resources: In-house resources to be made available by CID-MHD to the Offeror awarded a contract include consultation support from management, legal, licensing, and compliance staff.

### SCOPE OF PROCUREMENT

This RFP will result in a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

The term of the contract resulting from this procurement shall be for four (4) calendar years. In no case will the contract exceed a total of four (4) calendar years.

### SCOPE OF WORK

The Contractor shall use its expertise and knowledge to develop and provide quality licensing

examination services to the construction, manufactured housing, and LP gas industries in New

Mexico through the following work:

**License/Certification Application and Renewal Processing**

1. **Customer Service**

a. Create and/or maintain an internet web site for public review of licensee information. This web site must equal or exceed the functions currently available from <https://public.psiexams.com/> Such information shall be accurate in real time on any given record and shall be searchable, at a minimum, by contractor, qualifying party, licensee name, and license/certificate number:

 • The web site shall be searchable by any member of the public

 regarding licensee information that reflects any formal Agency action,

 including without limitation, issuance, renewal, cancellation,

 suspension, revocation, and expiration.

• The web site shall be searchable by the Agency for license information that is not public, including but not limited to approved Continuing Education Unit course providers and instructors, an inspector database, and exam results for all applicants.

b. Assist the public in understanding licensing requirements and the application/renewal process by providing information in person, over the phone and via the internet. Contractor’s staff must be able to make knowledgeable determinations regarding proper license classifications and requirements that are compliant with all applicable laws, rules, and policies:

• Contractor must provide a minimum of 8 phone lines and staff so that there is no longer than a two-minute wait time on any call. Calls must be answered no later than on the fourth ring, and if put on hold, the caller must be contacted at least every 60 seconds until the call is taken.

• Calls must be answered with the vendor’s name and must be tracked in such a way as to identify the staff member who responded to the caller’s inquiry.

• Any phone message must be returned within 24 hours of receipt.

• Contractor must provide sufficient staff to respond to normal walk-in traffic so that, during times of normal activity, no individual is required to wait longer than five minutes for service.

• Contractor’s staff must be able to acquire sufficient information from the applicant to make basic determinations on license classifications, and to recognize instances that require the input of the Agency’s licensing manager and/or appropriate Bureau Chief

• In addition to English, contractor must be able to provide services in Spanish, orally at a minimum, and be willing to work with the Agency to produce written forms and instructions in Spanish for use at a future time to be determined by the Agency.

• Contractor’s staff must have and maintain a sound working knowledge of all current applicable laws, rules, and policies, and must perform the services pursuant to protocols approved by the Agency.

c. In consultation with the Agency, develop and provide all written materials associated with the licensing program, including all applications, forms, and instructional documentation. Develop an imaging system that allows scanning and a digital workflow process that culminates in digital archiving. Provide online application and renewal submission:

• All written and digital materials shall be subject to the Agency’s prior approval as to form and content, which approval shall not be unreasonably withheld.

• All written and digital materials shall be kept current and accurate to reflect changes in applicable laws, rules, and policies.

• Changes in written and digital materials requested by the Agency shall be made immediately, or as quickly as is practicable under the circumstances, notwithstanding the contractor’s current stock of materials containing the information to be changed.

• All written and digital materials shall clearly show contractor’s contact information, which at a minimum shall contain name, address, phone number(s), and email which shall be required for electronic notifications.

d. Conduct monthly customer satisfaction surveys of a minimum of 10% of users of the licensing program services, and prepare a report on all complaints and proposed remedial action:

• Contractor shall survey a minimum of 10% of all users of the licensing program each month using a written survey, the form and content of which must be pre-approved by the Agency.

• Any survey showing criticism or complaint about the licensing program, or the services shall be forwarded to the Agency along with contractor’s written proposal for correcting each problem.

• Contractor shall IMMEDIATELY notify the Agency of any complaint made by someone who has complained, or threatens to complain, to the Superintendent of RLD, the Governor’s office, another state agency such as the Office of the Attorney General, or the media.

• Contractor shall cooperate with the Agency to affect resolutions to

 verified complaints as deemed appropriate by the Agency.

e. The contractor shall establish at least one office that will be open to the public for licensing services in Albuquerque with an optional second location in Santa Fe. Albuquerque is the preferred location due to its central location, and must be the location for all journeyman certification service:

• Contractor’s office(s) shall be adequate in size and configuration to provide optimum services to walk-in traffic. The office(s) shall provide adequate parking.

• Contractor’s office(s) shall be kept in a clean, orderly and professional manner. Contractor shall conform the offices to requirements of the Agency that are related to efficiency, propriety, and professionalism.

• Contractor’s office shall be open, at a minimum, from 8:00 a.m. until 5:00 p.m., Monday through Friday each week. The contractor may close its office(s) only on holidays that are observed by the state and established each year by the State Personnel Board.

2. **Application/Renewal Processing**

a. Contractor shall provide for both paper and on-line application submissions.

b. Receive and screen all license applications and renewals in compliance with all applicable laws, rules, policies, and protocols developed in consultation with, and approved by, the Agency. Such processes must include but are not necessarily limited to the following:

* Screen all applications and reject those that are incomplete or otherwise unable to be processed within one business day after receipt.

• Notify and/or seek Agency’s guidance on applications or inquiries that require an interpretation of law, rule or policy that is outside the contractor’s experience.

c. Process and issue physical licenses in compliance with all applicable laws, rules, policies, and protocols developed in consultation with, and approved by, the Agency.

* Turnaround time for issuance of new license shall not exceed five working days after “receipt of approval to issue” is received from the Agency.

d. Maintain continuing education information including approved continuing education courses and applicant journeymen hours completed.

* Ensure that each application for renewal of a journeyman certificate includes documentation showing that the continuing education prerequisite has been met and verify documentation against database before renewing certificate.

e. Receive and process all fee payments associated with license applications and renewals in compliance with all applicable laws, rules, policies, and protocols developed in consultation with, and approved by the Agency. Such processes shall include, but are not necessarily limited to, the following:

• Deposit all fees for applications that are correct and complete within 24 hours of receipt.

• All printed and electronic information concerning payment for services provided by the Contractor shall inform applicants that all payments must be made to Contractor.

• Contractor must remit Agency’s portion of the fees on a monthly basis, with an accounting as set forth in section 5, below.

• The fee-share split agreed to and established in contract shall apply to each fee collected, regardless of the type or amount of the fee, except to late fees which shall be remitted to the Agency 100%.

• Fees for services performed by the Contractor pursuant to this procurement must be charged in accordance with the fee schedules established in the New Mexico Administrative Code, Title 14, Chapter 5, Part 5 and Title 19, Chapter 15, Part 40.

3. **Bonds** - Process all bond information and update data and files within five business days of receiving new information. Notify licensee as necessary.

4. **Renewals -** Process all renewal applications in compliance with all applicable laws, rules,

policies, and protocols developed in consultation with, and approved by the Agency. Such processes shall include, but are not necessarily limited to, the following:

 a. Contractor shall provide for both paper and online renewal application submissions.

b. Generate and mail renewal notices each calendar month.

c. Generate and mail expiration notices at intervals set by protocols.

d. Suspend all licenses that are not properly renewed and update files and data accordingly.

e. Reinstate licenses, and cancel licenses that are not properly renewed, as required by law and protocols and update files and data accordingly.

5. **Reporting and Records Management.**

a. Upkeep, update, keep in proper and good condition, all hard-copy license files in Agency’s Albuquerque and Santa Fe offices:

* Agency maintains official hard-copy files for each licensed contractor and certified journeyman in its Santa Fe offices.
* Contractor must update and maintain these files as directed by Agency.
* Agency maintains official hard-copy files for LP Gas licensees in its Albuquerque offices. Contractor must update and maintain these files as directed by Agency. These files are the official public records pertaining to the Agency’s licensing function and must be kept accurately, current and in good order.

b. Work with Agency to create and maintain a list or spreadsheet of all “Active” licensed contractors that can be sorted by criteria such as company name, classification, city, zip code, which would reside on the Agency’s web site.

c. Work with the Agency to develop a system to keep all records digitally in a format that conforms with the digital imaging agreement between RLD, DoIT, and State Records and Archives.

d. Track and maintain all licensing activity electronically in a secure environment. The contactor shall keep all data according to security guidelines established by the State of New Mexico provided in the Procurement Library.

e. Provide an electronic copy of all SQL tables available for secure download from a site maintained by contractor:

* Contractor shall supply a data import file, which shall match the file specifications as directed by the Agency and be updated no less than every 24 hours. This file is required to provide the necessary interface with the Agency’s electronic permit system.

f. Provide the Agency with a monthly statement of all monies received and remit to the Agency all monies due under the contract:

* Contractor shall provide Agency a monthly statement of all monies that have become due and/or have been received by Contractor in connection with the contract. Each statement shall include the name and address of each applicant, the date of transaction, the type of services provided, or materials sold, the transaction control number, and the amount charged, collected and/or due on each transaction.
* Contractor shall provide Agency financial statements of all monies assessed and/or received by contractor pursuant to the contract, prepared by an independent professional auditing firm of national reputation that has been pre-approved by Agency. Such statements shall be provided annually to Agency no later than 90 days following each anniversary date of the contract.

g. Provide monthly reports on all licensing and renewal activity as directed by the Agency. These reports shall contain, at a minimum: the number of applications received, processed, rejected, submitted to Agency for issuance; and the number of renewals processed.

**License Examination Development, Administration, and Reporting**

1. Examination Development

a. The Contractor shall perform all necessary tasks in connection with computer-based testing, exam development, and exam updating as required by Agency to develop and maintain current, relevant, valid, defensible, and fair exams for CID and MHD licensing. In some cases, both written/verbal tests and demonstrative tests may be required. Demonstrative exams shall be developed in consultation with the Agency. Contractor shall provide and maintain a properly equipped lab that meets minimum safety requirements.

b. No test shall be broken into a series of exams without the prior written consent of the

 Agency.

c. The Contractor shall conduct test review and test defense in accordance with a protocol approved in advance by the Agency.

d. The Contractor shall conduct scoring analyses for each test statistically indicating the performance of the applicants, individually and as a group. The scoring analysis reports will comprise all data requested by the Agency.

e. The Agency must pre-approve all reference materials used in the preparation of all exams. The Contractor shall revise, in consultation with the Agency’s subject matter experts, all exams as necessary to keep the item bank(s) current with changes in all applicable federal and state statutes and rules.

f. Contractor shall perform an item analysis for each test at each test site, statistically indicating the performance of each item. Items which are shown to inadequately measure the set criteria shall be reviewed for modification or eliminated from the item bank.

2. Examination Administration.

* 1. Contractor shall maintain at least one office to provide full services to walk-in candidates, which shall be open to the public during all normal business hours for the Agency. This office must be located in Albuquerque, fully staffed and open for business once the contract is approved by State Purchasing. This office can be the same location as the licensing service location.
	2. Contractor shall provide exam sites in Santa Fe, Albuquerque, Las Cruces, Farmington, and Roswell. Demonstrative exams shall be administered in Albuquerque, at a minimum. Contractor shall provide and maintain a properly equipped lab that meets minimum safety requirements.
	3. All office and exam sites shall meet all applicable ADA requirements for public access. Administration of exams shall comply with all applicable ADA standards of reasonable accommodation.
	4. Contractor shall provide all exams in computer-based testing. All testing shall follow industry recognized protocols for security and exam integrity. Exams shall be graded, and scores reported immediately after test completion, in accordance with protocols approved in advance by Agency.
	5. Score reports must outline a candidate’s overall performance and the candidate’s performance on each portion of the examination.
	6. Contractor shall provide exam information to the public covering all aspects of the examination process, which shall include, at a minimum, examination schedules, fees, applicable law, exam content outlines, application instructions, and forms. Such information shall be provided at no cost.
	7. Contractor will process all applications within a reasonable time after receipt, not to exceed turnaround requirements established in protocols approved in advance by the Agency.
	8. Contractor shall use industry-recognized security measures to minimize cheating and shall correct practices that are found to create opportunities for cheating.

3. Reporting.

* 1. Financial Accounting.
* Contractor shall provide, upon agency request, a statement of all monies received pursuant to the Contract. The statement may include but is not limited to, the name and address of each applicant, the date and type of exam given or reviewed, the number of times the applicant has tested, the date and type of materials sold, and the amount charged and collected.
	1. Scoring Analysis.
* Contractor shall perform scoring analyses for each test statistically indicating the performance of the applicants, individually and as a group, and report such statistics to the Agency upon request. The scoring reports shall include, at a minimum:
* Copy of score report for each applicant
* Examinee responses (permanent listing of examinee responses on all items).
* Item analysis reports
* Contractor shall perform scoring analyses for each applicant statistically indicating the performance of the applicants, individually and as a group, and report such statistics to the Agency on a monthly basis. The scoring reports shall include, at a minimum.
* Total number of examinees applying
* Total number of exams administered
* Total number of applicants passing (for each test part and for total score)
* Percent of applicants passing and failing

### PROCUREMENT MANAGER

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

Name: Cristina Martinez, Procurement Manager

Telephone: (505) 699-9054

Email: Cristina.Martinez@rld.nm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.**  As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

### PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via electronic submission as follows: send an email to Procurement Manager, notifying that the Offeror is ready to submit a proposal. The Procurement Manager will then email you a secured link to upload the documents.

### DEFINITION OF TERMINOLOGY

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

1. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
6. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
7. “**Contractor**” means any business having a contract with a state agency or local public body.
8. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
9. “**Desirable**” – the terms ”may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
10. “**Electronic Submission**” means a successful submittal of Offeror’s proposal.
11. “**Electronic Version/Copy**” means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.
12. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
13. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
14. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
15. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
16. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
17. “**Mandatory**” – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
18. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
19. “**Multiple Source Award**” means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
20. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
21. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
22. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
23. “**Procuring Agency**" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
24. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
25. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
26. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
27. “**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.
28. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
29. “**Sealed**” means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded prior to the submission deadline stated in the RFP.
30. **“Single Source Award**” means an award of contract for items of tangible personal property, services or construction to only one Offeror.
31. “**SPD**” means State Purchasing Division of the New Mexico State General Services Department.
32. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
33. “**State (the State)**” means the State of New Mexico.
34. “**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
35. “**State Purchasing Agent**” means the Director of the Purchasing Division of the General Services Department.
36. “**Statement of Concurrence**” means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
37. “**Unredacted**” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

### PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

* RFP, Questions & Answers, RFP Amendments, etc. <https://www.rld.nm.gov/about-us/office-of-the-superintendent/administrative-services/>
* The Regulation and Licensing Department’s website includes information on the agency as a whole and links to information pertaining to each regulatory agency: <http://www.rld.state.nm.us>.
* The Construction Industries Licensing Act, NMSA 1978, Sections 60-13-1 to -59.
* The Liquefied Propane Gas and Compressed Natural Gas Act, NMSA 1978, Sections 70-5-1.
* The Manufactured Housing Act, NMSA 1978, Sections 60-14-1 to -20.
* A copy of all the referenced statutes may be referenced or downloaded from the following web address: https://nmonesource.com
* The New Mexico Administrative Code Title 14, Chapters 5 - 10 and 12, and Title 19, Chapter 15, Part 40, which contain licensing requirements for CID-MHD may be obtained from the State records and archives web site <https://www.srca.nm.gov/nmac-home/>
* Samples of a license, a certificate, and other application and renewal documents are available at the existing public web site for licensing information: <https://public.psiexams.com/index_login.jsp>.
* A copy of the licensing fee schedule is available at the existing public web site for licensing information: <https://public.psiexams.com/index_login.jsp>.
* A copy of the examination fee schedule is available at the existing public web site for licensing information: <https://public.psiexams.com/index_login.jsp>. Click on the applicable Candidate Information Bulletin and find Examination Registration Form.
* RLD’s permitting system website link <https://www.rld.nm.gov/construction-industries/apply-for-a-permit/>

# II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

## SEQUENCE OF EVENTS

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

|  |  |  |
| --- | --- | --- |
| **Action** | **Responsible Party** | **Due Dates** |
| 1. Issue RFP | Agency |  January 6, 2023 |
| 2. Acknowledgement of Receipt Form | Potential Offerors | January 11, 2023 |
| 3. Deadline to submit Written Questions | Potential Offerors | January 11, 2023 |
| 4. Response to Written Questions | Procurement Manager | January 13, 2023 |
| ***5. Submission of Proposal*** | ***Potential Offerors*** | ***January 17, 2023*** |
| 6.\* Proposal Evaluation | Evaluation Committee | January18, 2023 – January 25, 2023 |
| 7.\* Selection of Finalist | Evaluation Committee | January 25, 2023 |
| 8.\* Finalize Contractual Agreement | Agency/Finalist Offerors | January 26 – 31, 2023 |
| 9.\* Contract Award | Agency/ Finalist Offeror | February 1, 2023 |
| 10.\* Protest Deadline | Agency  | +15 days |

\*Dates indicated in Events 6 through 10 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

## EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

### Issue RFP

This RFP is being issued by the State of New Mexico Regulation and Licensing Department on January 6, 2023.

### Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (Appendix B), to Cristina Martinez, Procurement Manager at Cristina.Martinez@rld.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by close of business on January 11, 2023.

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

### Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until January 11, 2023 as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

### Response to Written Questions

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

The Questions and Answers will be posted to: <https://www.rld.nm.gov/about-us/office-of-the-superintendent/administrative-services/>

### Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON JANUARY 17, 2023. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded for each proposal. Proposals will be time-stamped in the system when the Offeror successfully uploads their proposal using the secured link provided by the Procurement Manager. Such electronic submissions will be considered sealed in accordance with statute.

*It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically by the deadline set forth in this RFP. Please ensure that you, as the Offeror,* ***allow adequate time for large uploads and to fully complete your submittal by the deadline****. A submission that is not both: (1) fully complete; and (2) received by the deadline, will be deemed late. Further, a submission that is not fully complete and received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule,* ***NO LATE PROPOSAL CAN BE ACCEPTED.***

**Proposals must be submitted electronically. Refer to Section III.B.1 for instructions**. Proposals submitted by facsimile, or other electronic means other than as described in this RFP, will not be accepted.

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

### Proposal Evaluation

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

### Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. Finalists will be comprised of up to two (2) Offerors receiving the highest cumulative scores in the following Sections: Section IV.A. Mandatory Specifications, Section IV.B. Desirable Specifications

### Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

### Contract Awards

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

### Protest Deadline

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

 Kevin Graham, Protest Manager

 Kevin.Graham@rld.nm.gov

**Protests received after the deadline will not be accepted.**

## GENERAL REQUIREMENTS

### Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in Appendix C.

### Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### Amended Proposals

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

### Offeror’s Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror’s duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

### Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals.

### Disclosure of Proposal Contents

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

1. ***Proprietary and Confidential information is restricted to***:
2. confidential financial information concerning the Offeror’s organization; and
3. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
4. An additional but separate redacted version of Offeror’s proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal.

**IMPORTANT**: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

### No Obligation

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

### Termination

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

### Sufficient Appropriation

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

### Legal Review

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

### Governing Law

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

### Basis for Proposal

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

### Contract Terms and Conditions

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

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

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

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

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

### Offeror’s Terms and Conditions

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

### Contract Deviations

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

### Offeror Qualifications

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

### Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

### Change in Contractor Representatives

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

### Notice of Penalties

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

### Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror’s proposal.

###  Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror’s proposal or removal from the contract.

### Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency.

### Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

### Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

### Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://www.rld.nm.gov/about-us/office-of-the-superintendent/administrative-services/>

### New Mexico Employees Health Coverage

1. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.
2. 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.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.
4. 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.

### Campaign Contribution Disclosure Form

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

### Letter of Transmittal

Offeror’s proposal must be accompanied by a Letter of Transmittal Form (Appendix C), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror’s organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror’s proposal content *(A response to B and/or C is only necessary if the responses differs from the individual identified in A)*;
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization’s acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to submit a signed Letter of Transmittal Form (Appendix C) will result in Offeror’s disqualification.**

### Disclosure Regarding Responsibility

1. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:
2. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
3. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
4. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
5. violation of Federal or state antitrust statutes related to the submission of offers; or
6. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
7. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
8. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
	1. The tax liability is finally determined.  The liability is finally determined if it has been assessed.  A liability is not finally determined if there is a pending administrative or judicial challenge.  In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
	2. The taxpayer is delinquent in making payment.  A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required.  A taxpayer is not delinquent in cases where enforced collection action is precluded.
	3. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
9. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
10. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
11. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
12. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
13. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

**In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.**

# III. RESPONSE FORMAT AND ORGANIZATION

## NUMBER OF RESPONSES

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

## ELECTRONIC SUBMISSION

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

1. **Electronic Submission Requirements**

Submissions of all proposals must be accomplished via electronic submission as follows: send an email to Procurement Manager, notifying that the Offeror is ready to submit a proposal. The Procurement Manager will then email the Offeror a secured link to upload the documents. The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost). Separate the proposals as described below into separate electronic files for submission.

Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload.

1. **Technical Proposal –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C. Proposal Content and Organizaion**. All information for the Technical Proposal must be combined into a single file/document for uploading.

***The Technical Proposal SHALL NOT contain any Cost information.***

* + 1. **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
* One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2, above, as an **unredacted** (def. Section I.F.38) version for evaluation purposes; **and**
* One (1) **redacted** (def. Section I.F.26) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
1. **Cost Proposal –** One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal must be combined into a single file/document for uploading

For technical support issues contact Cristina Martinez at Cristina.Martinez@rld.nm.gov

The ELECTRONIC proposal submission **must be fully uploaded** by the submission deadline in Section II.B.5.

*It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically by the deadline set forth in this RFP. Please ensure that you, as the Offeror,* ***allow adequate time for large uploads and to fully complete your submittal by the deadline****.  A submission that is not both: (1) fully complete; and (2) received by the deadline, will be deemed late.  Further, a submission that is not fully complete and received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.  In accordance with statute and rule,* ***NO LATE OFFER CAN BE ACCEPTED****.*

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

## PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror’s proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

**Technical Proposal** – **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

* 1. Signed Letter of Transmittal
	2. Signed Campaign Contribution Form
	3. Table of Contents
	4. Proposal Summary (Optional)
	5. Response to Contract Terms and Conditions (from Section II.C.15)
	6. Offeror’s Additional Terms and Conditions (from Section II.C.16 )
	7. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal)**
		1. Mandatory Specification
		2. Desirable Specification
	8. Other Supporting Material (if applicable)

**Cost Proposal**:

1. Completed Cost Response Form (Appendix E)

A Proposal Summary may be included in Offeror’s Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

# IV. SPECIFICATIONS

This section contains the mandatory and desirable specifications. Offerors **must** respond to mandatory specifications and should respond to desirable specifications of this RFP, providing the required responses, documentation, and assurances, and completing all forms attached. Failure to respond to a mandatory specification **will** result in disqualification of an Offeror’s proposal. Failure to respond to a desirable specification **will** result in zero (0) points being awarded for that specification.

## Mandatory Specifications

### Language Availability

The Offeror must provide licensing examinations, preparation, and instructional materials in both English and Spanish.

**A Statement of Concurrence is required for this specification and must be included in the Offeror’s proposal.**

### Financial Stability

The Offeror **must** submit copies of the three (3) most recent years of independently audited financial statements. The submission **must** include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Offeror, the Offeror **must** state the reason and, instead, submit sufficient information (e.g., Dun & Bradstreet report) to enable the Evaluation Committee to assess the financial stability of the Offeror. Whether audited financial statements or information submitted in lieu of audited financial statements sufficiently establishes the Offeror’s financial stability shall be at the sole discretion of the Evaluation Committee.

**“Available upon request” is NOT an acceptable response to this mandatory item. If copies are not provided with the Offeror’s proposal, the Offeror will be disqualified.**

### Letter of Transmittal Form

The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form located in Appendix C. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror’s disqualification.**

### Campaign Contribution Disclosure Form

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

1. **Cost Response Form**

The Offeror **must** complete the Cost Response Form Appendix E – Projected Program Budget in its entirety and include the form in its cost proposal. The expenses listed on the form shall be the Offeror’s projected expenses, percent of fees proposed to be retained by the Offeror, and projected profit to carry out the services requested in this RFP. The Cost Response Form shall document in detail the demonstrable investment of the Offeror’s proposed percent of fees in costs directly related to the services to be performed, and the profit margin estimated. The Offeror awarded a contract shall collect all fees assessed for the services they provide. The total compensation for the services shall consist of the percent of fees retained by the Offeror awarded a contract. RLD reserves the right to negotiate costs at time of award. Offerors may utilize the Excel Spreadsheet to complete their Cost Response Form located at <https://www.rld.nm.gov/about-us/office-of-the-superintendent/administrative-services/>

## Desirable Specifications

### Business Experience

The Offeror should describe their business experience as it relates to the services requested in this RFP. The experience of all proposed subcontractors should also be described. The narrative should thoroughly describe the Offeror’s business experience as a provider of both licensing and testing services, plus the following:

1. Description of experience as an administrator of a licensing program on behalf of a state agency.
2. List and description of the Offeror’s current contracts it has for licensing and testing services.
3. Description of experience in creating and maintaining a website for public review of licensee information.
4. Description of experience in creating and maintaining a website for license information that is not publicly available for use by a state agency.
5. Description of experience processing contractor performance bonds.
6. Description of knowledge regarding the Construction Industries Licensing Act, NMSA 1978, Sections 60-13-1 to -59.
7. Description of knowledge regarding the Manufactured Housing Act, NMSA 1978, Sections 60-14-1 to -20.
8. Description of knowledge regarding the Liquefied Propane Gas and Compressed Natural Gas Act, NMSA 1978, Sections 70-5-1 to -23.
9. Description of knowledge regarding the New Mexico Administrative Code, specifically Title 14, Chapters 5 through 10 and Chapter 12, and Title 19, Chapter 15, Part 40.

### Business Capability

The Offeror should provide personal biographies for its key personnel that will be assigned to provide the services requested in this RFP. The biographies should be concise and summarize the staff member’s professional accomplishments, credentials/education, and description of the services the staff member will provide during the term of the contract if one is awarded.

### Business Capacity

The Offeror should thoroughly describe its business capacity to complete the services listed in this RFP. The narrative should demonstrate the Offeror’s approach to ensure adequate resources will be available, including the following:

1. Office location(s) including the physical address and hours of operation.
2. Brief discussion on how the Offeror will assist the public via in person, over the telephone, and online.
3. Description of the Offeror’s technology system/program used to provide online applications, renewals, and examinations.
4. Description of the Offeror’s process for paper applications and renewals.
5. Explanation and number of applications and renewals the Offeror is accustomed to handling per year.
6. Explanation and number of exams the Offeror is accustomed to providing per year.
7. One sample of a current blank application form and one sample of a current exam.

### Application and Renewal Process

The Offeror should describe their experience and approach to the application and renewal process as requested in this RFP. The narrative should clearly show the Offeror’s knowledge and understanding of the application and renewal process, plus the following:

1. Description of how the Offeror will review and screen each license application and renewal to ensure compliance with all applicable laws, rules, and policies.
2. Description of how the Offeror will process and issue each physical licenses.
3. Description of how the Offeror will track and notify contractors of upcoming expiration dates.
4. Description of how the Offeror will track and maintain all licensing activity.

### Examination Development, Maintenance, and Administration

The Offeror should describe their experience and approach to develop, maintain, and administer examinations as requested in the RFP. The narrative should clearly show the Offeror’s knowledge and expertise in developing, maintaining, and administering examinations, plus the following:

1. Exam location(s) including the physical address and hours of operation.
2. Description of experience with and approach to testing protocols, psychometric standards, and item bank development.
3. Description of how the Offeror will assess each exam to ensure examination validity and integrity.
4. Description of experience in providing a demonstrative exam.
5. What measures does the Offeror take to minimize cheating.
6. Explanation and list of languages the Offeror can provide each exam in.
7. Description on how the Offeror conducts scoring analysis.

### Start-up Plan and Timeline

The Offeror should provide their proposed start-up plan and timeline to demonstrate the Offeror’s readiness to begin the services as requested in this RFP. The start-up plan and timeline should include milestones, tasks to be performed, timeframes, and proposed key personnel designated for the completion of each task.

## New Mexico/Native American Resident Preferences

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

# V. EVALUATION

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

|  |  |
| --- | --- |
| **Evaluation Factor** | **Points Available** |
| **A. Mandatory Specifications** |  |
| 1. Language Availability | Pass/Fail |
| 2. Financial Stability | Pass/Fail |
| 3. Letter of Transmittal Form (Appendix C) | Pass/Fail |
| 4. Campaign Contribution Disclosure Form (Appendix D) | Pass/Fail |
| 5. Cost Response Form (Appendix E)  | 30 |
| **B. Desirable Specifications** |  |
| 1. Business Experience | 15 |
| 2. Business Capability | 10 |
| 3. Business Capacity  | 10 |
| 4. Application and Renewal Process | 15 |
| 5. Examination Development, Maintenance, and Administration | 15 |
| 6. Start-up Plan and Timeline | 5 |
| **TOTAL** | **100 points** |
| **C. New Mexico Preferences** | **Possible Additional Points** |
| 1. New Mexico Resident Business Preference / Native American Resident Preference | 8 |
| 2. New Mexico/Native American Resident Veteran Preference | 10 |

Table 1: Evaluation Point Summary

## A. Mandatory Specifications

### Language Availability

Pass/Fail only. No points assigned. Statement of concurrence required.

### Financial Stability

Pass/Fail only. No points assigned.

### Letter of Transmittal Form (Appendix C)

Pass/Fail only. No points assigned.

### Campaign Contribution Disclosure Form (Appendix D)

Pass/Fail only. No points assigned.

### Cost Response Form (Appendix E) (30 points)

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

Lowest Responsive Offeror’s Percent of Fees Retained

------------------------------------------------------------------------ X 30 Points

This Offeror’s Percent of Fees Retained

## B. Desirable Specifications

### Business Experience (15 points)

Points will be awarded based on the evaluation of the Offeror’s documented overall business experience and response to each item as requested. The Evaluation Committee will weigh the relevance and extent of the Offeror’s experience in providing a licensing and testing program and the extent of the Offeror’s perceived knowledge regarding the applicable New Mexico statutes identified for this factor. Failure to respond to a desirable specification will result in zero (0) points being awarded for that specification.

### Business Capability (10 points)

Points will be awarded based on the evaluation of the Offeror’s proposed key personnel and response to each item as requested. The biographies for each staff member should provide the Evaluation Committee clear evidence that the Offeror’s proposed staff has the capability to carry out the services requested in this RFP. Failure to respond to a desirable specification will result in zero (0) points being awarded for that specification.

### Business Capacity (10 points)

Points will be awarded based on the evaluation of the Offeror’s described business capacity and response to each item as requested. The Evaluation Committee will consider the Offeror’s overall defined capacity and approach to ensuring adequate resources will be available for a potential multi-year licensing and testing program. Failure to respond to a desirable specification will result in zero (0) points being awarded for that specification.

### Application and Renewal Process (15 points)

Points will be awarded based on the evaluation of the Offeror’s described experience and approach to the application and renewal process as requested in this RFP. The Offeror’s response should address each item as requested. The Evaluation Committee will consider the Offeror’s overall solution including screening procedures, timeframe for issuing physical licenses, tracking licensing activities, and ability to maintain all hard copy and electronic files. Failure to respond to a desirable specification will result in zero (0) points being awarded for that specification.

### Examination Development, Maintenance, and Administration (15 points)

Points will be awarded based on the evaluation of the Offeror’s described experience and approach to develop, maintain, and administer examinations as requested in this RFP. The Offeror’s response should address each item as requested. The Evaluation Committee will consider the Offeror’s overall knowledge and expertise in examination development including demonstrative exams, process for ensuring exam validity and integrity, languages available, security measures, and overall approach to examination administration. Failure to respond to a desirable specification will result in zero (0) points being awarded for that specification.

### Start-up Plan and Timeline (5 points)

Points will be awarded based on the evaluation of the Offeror’s start-up plan and timeline to begin the licensing and testing program described in this RFP. The plan and timeline should provide the Evaluation Committee with a clear understanding of how and when the Offeror proposes to begin work and how long it will take to initiate production. In addition, points will be awarded based on the Offeror’s candid and well-thought-out response to each item as requested. The plan should reinforce the Offeror’s experience, capability, capacity, and overall approach as provided in their proposal. Failure to respond to a desirable specification will result in zero (0) points being awarded for that specification.

## C. New Mexico/Native American Resident Preferences

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

1. **New Mexico Resident Business Preference / Native American Resident Preference**

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

1. **New Mexico/Native American Resident Veteran Preference**

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

# VI. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

# Appendix A – Draft Contract

**The Agreement included in this Appendix A represents the contract the Agency intends to use to make an award. The State of New Mexico and the Agency reserve the right to modify**

**the Agreement prior to, or during, the award process, as necessary.**

STATE OF NEW MEXICO

**New Mexico** **Regulation and Licensing Department**

PROFESSIONAL SERVICES CONTRACT **#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the following work:

**2. Compensation*.***

A.The Agency shall pay to the Contractor in full payment for services satisfactorily

performed at the rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_\_\_\_) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

**(—OR—)**

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

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

**4. Termination.**

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency’s uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, “Appropriations”, of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency’s sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor’s receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

**5*.* Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

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

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency’s contracting process;

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

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

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

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

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

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

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

**13. Amendment.**

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

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

**14. Merger.**

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

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19*.* Records and Financial Audit.**

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

**20. Indemnification.**

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

**21. New Mexico Employees Health Coverage.**

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

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

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

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

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

**24. Notices.**

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

To the Agency:

[insert name, address and email].

To the Contractor:

[insert name, address and email].

**25. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency’s Legal Counsel – Certifying legal sufficiency

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency’s Chief Financial Officer

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **00-000000-00-0**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Taxation and Revenue Department

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

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

GSD/SPD Contracts Review Bureau

# Appendix B - Acknowledgement of Receipt Form

**REQUEST FOR PROPOSAL**

Licensing & Testing Services

23-420-00-11214

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

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

|  |  |
| --- | --- |
| Business/Organization Name: |  |
| Contact Name: |  |
| Title: |  |
| Email: |  |
| Phone Number: |  |
| Address: |  |
| City: |  |
| State: |  |
| Zip Code: |  |

**Submit Acknowledgement of Receipt Form to:**

To: Cristina Martinez

E-mail: Cristina.Martinez@rld.nm.gov

Subject Line: 23-420-00-11214 Licensing & Testing Services

# Appendix C - Letter of Transmittal Form

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

**RFP#: 23-420-00-11214**

1. **Identify the following information** **for the submitting organization**:

|  |  |
| --- | --- |
| **Offeror Name** |  |
| **Mailing Address** |  |
| **Telephone** |  |
| **FED TIN#** |  |
| **NM BTIN#** |  |

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

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

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

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

\_\_\_\_ No.

\_\_\_\_ Yes. Identify subcontractor/s: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_ No.

\_\_\_\_ Yes. Identify entity/-ies: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

# Appendix D - Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](http://mobile.nmonesource.com/nxt/gateway.dll?f=jumplink$jumplink_x=Advanced$jumplink_vpc=first$jumplink_xsl=querylink.xsl$jumplink_sel=title;path;content-type;home-title;item-bookmark$jumplink_d=%7bnmsa1978%7d$jumplink_q=%5bfield%20folio-destination-name:'13-1-181'%5d$jumplink_md=target-id=0-0-0-33795) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](http://mobile.nmonesource.com/nxt/gateway.dll?f=jumplink$jumplink_x=Advanced$jumplink_vpc=first$jumplink_xsl=querylink.xsl$jumplink_sel=title;path;content-type;home-title;item-bookmark$jumplink_d=%7bnmsa1978%7d$jumplink_q=%5bfield%20folio-destination-name:'13-1-182'%5d$jumplink_md=target-id=0-0-0-33797) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

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

The following definitions apply:

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

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

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

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

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

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](http://mobile.nmonesource.com/nxt/gateway.dll?f=jumplink$jumplink_x=Advanced$jumplink_vpc=first$jumplink_xsl=querylink.xsl$jumplink_sel=title;path;content-type;home-title;item-bookmark$jumplink_d=%7bnmsa1978%7d$jumplink_q=%5bfield%20folio-destination-name:'13-1-28'%5d$jumplink_md=target-id=0-0-0-5285) through [13-1-199](http://mobile.nmonesource.com/nxt/gateway.dll?f=jumplink$jumplink_x=Advanced$jumplink_vpc=first$jumplink_xsl=querylink.xsl$jumplink_sel=title;path;content-type;home-title;item-bookmark$jumplink_d=%7bnmsa1978%7d$jumplink_q=%5bfield%20folio-destination-name:'13-1-199'%5d$jumplink_md=target-id=0-0-0-5287) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name(s) of Applicable Public Official(s) if any: Michelle Lujan Grisham, Governor and Howie Morales, Lieutenant Governor**

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title (position)

**--OR—**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title (Position)

# Appendix E - Cost Response Form

**Projected Program Budget**

|  |  |
| --- | --- |
| **Projected Yearly Expenses** | **Yearly Program Budget** |
| **Projected Personnel**  |  |
| (List Projected Salary and Benefit Expenses) |  |
|  | $ |
|  | $ |
|  | $ |
|  | $ |
|  | $ |
| **Total Projected Personnel Expenses:** | **$** |
| **Projected Non-Personnel**  |  |
| (List Projected Non-Personnel Expenses)  |  |
|  | $ |
|  | $ |
|  | $ |
|  | $ |
|  | $ |
| **Total Projected Non-Personnel Expenses:** | **$** |
|  |  |
| **Total Projected Costs for One Year:**  | **$** |

Assumption: The total yearly licensing fees collected are approximately $2,500,000.

|  |  |  |
| --- | --- | --- |
| **Percent of Fees Proposed to be Retained by Offeror** | **Approximant Total Amount Retained by Offeror****(2,500,000 x Percent of Fees)** | **Projected Profit****(Total Amount Retained Less Total Projected Costs for One Year)** |
| % | $ | $ |