



NEW MEXICO SCHOOL FOR THE ARTS High School & Art Institute

New Mexico School for the Arts
REQUEST FOR PROPOSALS (RFP)
For
Unarmed Security Guard
Services

RFP# 2025-01

DEADLINE FOR SUBMISSION OF PROPOSALS:
June 12, 2024 at 3:00pm

PROCUREMENT MANAGER:
Marie Tapia
(505) 310-4194 ext. 106
mtapia@nmschoolforthearts.org

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**New Mexico School for the Arts
REQUEST FOR PROPOSALS**

RFP # 2025-01

**Unarmed Security
Guard Services**

New Mexico School for the Arts (NMSA) is requesting formal competitive proposals from qualified vendors to provide Security Guard Services. Proposals will be accepted until June 12, 2024, at 3:00pm. Proposals that are received will be reviewed by an evaluation committee that will provide a recommendation for award based on the highest-ranking offer regarding specific criteria outlined in this Request for Proposals. It is anticipated that an award will be made to one vendor under this contract, although NMSA reserves the right to award to multiple vendors if in its best interest. NMSA further reserves the right to accept or reject any proposal or any part thereof; to defer action on the request for proposals; to reject all proposals; to waive any technicalities or informalities and to accept the proposal which, in its judgment, is most advantageous.

IMPORTANT:

DEADLINE TO SUBMIT PROPOSALS: JUNE 12, 2024, 3:00 PM

THE PROPOSAL SHALL BE SUBMITTED IN A SEALED ENVELOPE MARKED ***UNARMED SECURITY GUARD SERVICES CONTRACT PROPOSAL***.

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A PROPOSAL, CONTACT THE PROCUREMENT MANAGER IMMEDIATELY FOR CLARIFICATION AND/OR CONSIDERATION OF AN ADDENDUM.

Procurement Manager

Marie Tapia
(505) 310-4194 ext. 106
mtapia@nmschoolforthearts.org

DEFINITION OF TERMINOLOGY

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

“Addendum” (plural “Addenda”) - Written changes, responses to questions, and/or drawings issued before the closing date and time for a RFP. An addendum may interpret or modify the bidding documents by making additions, deletions, clarifications, or corrections.

“Amendment of Offer” - offer can be amended up to the time of opening by submitting a written request or sealed amendment to the Procurement Manager indicated in this RFP.

“Best and Final Offer” After initial receipt of proposals, NMSA reserves the right to conduct discussions and/or negotiations with responsible Offerors who submit responsive proposals.

“CFR” Code of Federal Regulations.

“Chief Procurement Officer (CPO)” – an employee of a public agency who is certified by the State of NM and is responsible for the control of procurement of items of tangible personal property, services, or construction. The CPO is responsible for the approval of procurement for the agency pursuant to the NM Procurement Code.

“Clarification” As used in the RFP, clarification means communication with a Contractor for the sole purpose of eliminating minor irregularities, informalities, or apparent or learning facilitator clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry by the Procurement Manager or NMSA, or as initiated by the Contractor. Unlike “Discussion”, clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

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

"Contractor" means a successful offeror who receives award under a solicitation and enters a binding contract with NMSA.

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

“Desirable” refers to the terms "may", "can", "should", "preferably", or "prefers", which identify a discretionary item or factor. (As opposed to a “mandatory” item or factor.)

"Evaluation Committee" means a body appointed to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive proposals.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

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

"Offeror" is any person, or entity who is interested in submitting or chooses to submit a proposal under a request for proposals (RFP).

"Procurement Manager" means the person or designee authorized to manage or administer a procurement; this person may or may not be the agency's Chief Procurement Officer.

"Page" means one (1) side of an 8 ½ X 11-inch sheet of paper. One (1) 8 ½ X 11-inch sheet of paper printed on both sides constitutes two (2) pages.

"Purchase Order" or **"PO"** means the document that directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

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

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished required information and data to prove that their 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 called for in this proposal.

"Responsive Offer" or **"Responsive Proposal"** means an offer or proposal that 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, and delivery requirements.

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

"Subcontractor" means a business or person that carries out work for a company as part of a larger project. A subcontractor is not considered a third-party vendor under this RFP or any resulting contract.

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the purchase of unarmed security guard services. New Mexico School for the Arts (NMSA) is requesting proposals from qualified and interested companies for the provision of unarmed security guard services at our dorms located at 390 Market Street, Santa Fe, NM 87501. Services are needed 7 nights per week for 12 hour overnight shifts during the school year. Services will not be needed during school breaks including fall break, winter break, and spring break. School break dates vary by school year. The school year is expected to start during the first week of August and expected to end during the first week of June annually. Overnight services should begin on August 4, 2024, and continue for a period of four (4) years until June 2028, with an option to renew on a year-by-year basis for a maximum of four (4) one (1) year renewals.

BACKGROUND INFORMATION

NMSA, based in Santa Fe, is the only four-year, statewide, public high school serving artist-scholars across New Mexico with a rigorous, award-winning pre-professional arts and academics program. NMSA provides students in 9th through 12th grades with intensive, pre-professional instruction in five major arts disciplines, Creative Writing, Dance, Music, Theatre, and Visual Arts. Arts disciplines are taught daily by master teachers and professional artists in a 3-hour daily arts block that takes place after the academic day. NMSA's diverse student body hails from 40 communities and Pueblos from across the state of New Mexico. NMSA provides a Residential Program to students who live 65+ miles from Santa Fe for the five-day program and 125+ miles for the seven day option. Students are housed in our newly constructed dorms located on the same property as our campus.

II. PROCUREMENT MANAGER

The Procurement Manager listed below is the sole point of contact for this RFP. Any inquiries or requests regarding this procurement shall be submitted to the Procurement Manager, preferably in writing. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other NMSA staff do not have the authority to respond. Contacting any other NMSA employee, department head, or manager regarding this RFP (except as authorized by the Procurement Manager) may result in misinformation being obtained and could result in disqualification of the potential offeror's proposal.

Procurement Manager
Marie Tapia
(505) 310-4194 ext. 107
mtapia@nmschoolforthearts.org

III. SCOPE OF WORK AND OTHER REQUIREMENTS

1. The contractor shall provide unarmed, uniformed security guard services for NMSA's Residential Program.

2. The contractor shall provide security guard services 7 nights a week for 12 hour overnight shifts during the school year.
3. The contractor shall provide and supervise security guards who have passed background checks and who have the mental and physical qualifications, experience, and training needed to successfully perform their assigned duties.
4. NMSA reserves the right to interview each guard to be provided prior to, during, or while on assignment and to reject and bar from the facility any employee hired by the vendor.
5. The security guard's main responsibility will be to maintain a quiet, safe, and orderly atmosphere.
6. Security guard(s) shall not be permitted to carry a weapon of any type.
7. Security guard(s) must be of a temperament to work and communicate with adults, teens, and children of all ages and be capable of controlling a crowd in all circumstances.
8. Security Guard(s) shall be dressed in uniform with appropriate emblems and/or badges identifying his/her occupation and company.
9. The contractor will be required to provide the Residential Director with nightly reports and keep the nightly reports on file in NMSA's security office.
10. The contractor shall insure that all uniformed security guard(s) provided under this contract are on time, alert, and capable of performing their assigned duties. If the assigned guard does not report on time, the contractor is required to send a replacement guard within one hour of receiving notice unless another arrangement has been made with the Residential Director.
11. Detailed shift responsibilities will be provided prior to when services begin in August. The contractor will be required to complete a campus walk-through with the Residential Director and Head of School.
12. Security guards will be required to complete mandatory school training modules. In addition, the vendor will be required to participate in monthly Safety, Security, and Wellness Team meetings with school personnel.
13. The contractor is responsible for ensuring that security guards have a clear understanding of performance standards, as well as both required and prohibited activities. The vendor shall examine the specifications pertaining to the work. The contractor will have the responsibility to instruct and train each guard in the duties and responsibilities of the post. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed under this agreement will be accepted by NMSA for any failure on the part of the vendor to fulfill the duties under this agreement.
14. The contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect NMSA should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the

contractor or subcontractors or agents of either, while performing under the terms of this contract. The insurance required shall be issued by an insurance company(s) authorized to do business within the state of New Mexico and shall name NMSA as additional insured under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. Contractor shall submit to NMSA a certificate of insurance, which outlines the coverage and limits defined in this paragraph. Contractor shall submit renewal certificates as appropriate during the term of the contract. The contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this contract, as follows: Professional Liability, Errors and Omissions Insurance. The contractor shall maintain Professional Liability or Errors and Omissions Insurance. The contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all program activities by the contractor and any licensed staff employed by contractor.

IV. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

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

ACTION	RESPONSIBILITY	DATE
Issue RFP	Procurement Manager	May 20, 2024
Deadline to Submit Questions	Potential Offerors	May 29, 2024
Response to Written Questions (if applicable)	Procurement Manager	May 31, 2024
Submission of Proposal	Offerors	June 12, 2024
Proposal Evaluation	Evaluation Committee	June 13, 2024
RFP Award	NMSA	June 14, 2024
Commencement of Services	Awarded Contractor(s)	July 1, 2024
Protest Deadline	Offerors	15 Calendar Days after Notice of Award

Subject to change at the discretion of the Procurement Manager and/or NMSA

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events.

1. Issue RFP

RFP documents are made available publicly and the solicitation is considered active.

2. Return of “Intent to Submit” Form

It is recommended that Potential Offerors interested in submitting should return by e-mail the “Intent to Submit” form included with this document (see appendices) to notify of interest (non-obligating) and to be placed on the procurement distribution list for this RFP. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in the Sequence of Events. The procurement distribution list may be used to notify, or check that notification was received by, those that submitted the form of any written responses to questions and all addenda issued under this RFP.

3. Deadline to submit written questions/request for clarification

Potential Offerors may submit written questions or request for clarification as to the intent or clarity of this RFP until 3:00 PM MT on the date indicated in the Sequence of Events. All questions must be submitted (preferably in writing) only to the Procurement Manager specified in this RFP. Questions or communications submitted to anyone other than the Procurement Manager is considered unauthorized and may result in disqualification of a submitted proposal.

4. Response to written questions/RFP Amendments

The Procurement Manager shall respond on May 31, 2024, to all written questions that are submitted on time by sending an e-mail to all potential Offerors.

5. Submission of Proposal

Potential offerors shall submit only one proposal for this RFP. Offerors shall deliver one (1) original and 4 identical copies (5 total) of their proposals. All offeror’s proposals must be received for review and evaluation by the procurement manager or the procurement manager’s designee no later than 3:00 PM MT on June 12, 2024. Proposals received after this deadline will not be accepted. The date and time of receipt by NMSA will be recorded on each proposal.

6. Correction or Withdrawal of Proposals

A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror **prior to** the time set for proposal opening by delivering written notice to the location designated in the Request for Proposals as the place where Proposals are to be received. Proposals withdrawn for correction may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals. The Procurement Manager or NMSA personnel may **at no time** assist with correction of proposals or opening of envelopes **for any reason** prior to date and time of official opening.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by NMSA. During this time, the Procurement Manager or NMSA CPO may, at their option, initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

8. Selection/Notification of Finalists

The Evaluation Committee may select, and the Procurement Manager or NMSA staff may notify, “finalist” offerors. Only finalist offerors will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of NMSA.

9. Interview/Contract Negotiations

NMSA reserves the right pursuant to NMSA 13-1-115 to interview and engage in discussions and negotiations with the responsible offeror(s) who submit a proposal that NMSA has determined to be reasonably likely to be selected for award. NMSA further reserves the right to allow revisions in proposals as allowed pursuant to NMSA 13-1-115 in order to obtain the best and final offers and to determine pursuant to NMSA 13-1-117 the proposal that is most advantageous to NMSA. NMSA may re-evaluate the interviewed offerors as a result of interviews according to the evaluation criteria.

10. Contract Award

After review of the Evaluation Committee Report and the tentative contract, NMSA anticipates it will award the contract on the date indicated in the Sequence of Events. This date is subject to change at the discretion of NMSA. Any contract awarded shall be awarded to the offeror whose proposal is most advantageous to NMSA, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The protest shall be submitted in writing within (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. 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 Central Purchasing Office. The protest must be delivered to:

New Mexico School for the Arts
Attention: Marie Tapia
500 Montezuma Avenue
Santa Fe, NM 87501

12. Penalties

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

V. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and 4 identical copies (5 total) of their proposals.

C. PROPOSAL FORMAT

Proposals shall be arranged according to the following format:

1. Cover letter (if desired)
2. Letter of Transmittal Form (Appendix A)
3. Table of Contents
4. Written response to this RFP (refer to the Evaluation section (next page) under item B for more specifics)
5. All forms titled "Proposal Form" contained in this RFP (required appendices)
6. Valid insurance certificates(s) and proof of bonding
7. Copies of any required and supplemental supporting documentation and information (copies of resumes, letters, certificates, licenses, etc.)

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

VI. EVALUATION

This section describes the criteria to be used for analyzing and evaluating the proposals.

- A. NMSA reserves the right to make an award based directly on the proposals, to negotiate with one or more Offerors, or reject all proposals. Award shall be made to the responsible offeror or offerors whose proposal is most advantageous to NMSA taking into consideration the evaluation factors set forth in this RFP.
- B. Offerors shall provide the following information to be evaluated:

1. Provide a written response to this RFP. Include information to support and demonstrate your experience and capability to provide services as specified. Include background/history and information.
2. Specifically detail any previous experience working in schools.
3. Include at least three (3) business references with contact information (name, title, phone, and email), along with a summary description of the work done with that reference and a specific or general timeframe for when the work was done.
4. Provide information on any key personnel to be involved.
5. **Required Forms:** Include all forms included in this RFP titled "Proposal Form".

C. CRITERIA AND POINT VALUES

Evaluation Criteria Summary: The following is a summary of the evaluation factors and the weighted value assigned to each:

Criteria	Maximum Points Possible
Ability to perform the Scope of Work	20
Experience in performance of comparable work, including any specific experience with providing services in NMSA's community, and/or with charter/public schools	20
Expertise and availability of key personnel, ability to meet shift requirements, emergency situation coverage and response, and any additional support for NMSA	20
Conformance with the terms of this RFP	20
Cost	20
Total Possible Points	100

D. EVALUATION PROCESS AND AWARD

1. Initial Review

All offeror proposals will be reviewed for compliance with requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

2. Clarifications

The Procurement Manager or NMSA staff may contact the offeror for clarification of the response.

3. Responsible Offeror/Right to Reject Proposal

NMSA shall review the Offeror's qualifications, references, and history, and NMSA shall be the sole determinant of the acceptability of the offeror to provide the needed goods and/or services. NMSA reserves the right to reject a proposal from any Offeror who has previously failed to perform properly, has caused NMSA to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not, in NMSA's opinion, in a position to perform the work governed by this RFP.

4. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated by an Evaluation Committee and assigned point values based on the factors in this RFP. NMSA may, at their discretion, choose to negotiate with the highest-ranking offeror(s) any aspect of this RFP or the proposal submitted, prior to awarding. The responsible offeror(s) whose proposal is deemed most advantageous by NMSA, taking into consideration the evaluation factors in this RFP, may be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

5. Award

NMSA anticipates that only one award will be made under this RFP to the highest-ranking offeror that best meets the needs of NMSA. That said, the right is reserved to award multiple offerors if NMSA intends to utilize services under all awarded contracts, and such is in NMSA's best interests.

VII. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 through 13-1-199 NMSA 1978).

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material, or negotiation associated with its response to this RFP shall be borne solely by the offeror. This solicitation does not commit NMSA to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract services.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with NMSA. Payments under this contract will be made only to the prime contractor.

4. Subcontractors

The use of subcontractors is allowed under this contract, at the discretion of NMSA. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether subcontractors are used or not. The use of subcontractors must be clearly explained in the proposal, and each must be identified by name. Substitution of subcontractors, after project award, must receive written approval of NMSA prior to the subcontractor commencing work. All work subcontracted by the contractor is the responsibility of the contractor. Payments will be made only to the contractor. All qualifications of the contractor are extended to the subcontractors and are the responsibility of the contractor to enforce.

5. 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. NMSA personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations and NMSA.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if solicited, unless the offeror, upon request of the Chief Procurement Officer, agrees to an extension.

8. Disclosure of Proposal Contents

A public log will be kept of the names of all Offerors which submitted proposals. The proposals and documents pertaining to the proposals will be kept confidential throughout the duration of the procurement process and until a contract is awarded. At that time, all proposals will be open to the public, except for the material which has been previously noted and deemed as proprietary or confidential.

Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's

organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered, or the cost of services proposed, shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Chief Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

9. Release of Information

Only NMSA is authorized to release information covered by this RFP. The Offerors must refer to NMSA any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.

10. No Obligation

This procurement, nor its award to a vendor, does not obligate NMSA in any way until a valid written contract is executed.

11. Termination

This RFP may be canceled at any time and any, and all, proposals may be rejected in whole or in part when NMSA determines such action to be in its best interest.

12. Termination for Non-Appropriation

Notwithstanding anything in this RFP to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by the governing body or are otherwise unavailable in any Fiscal year for the payment of amounts due under any agreement, any agreement shall terminate on the last day of the Fiscal Period for which appropriations were received or funding amounts are available to pay amounts due under any agreement without penalty or expense to NMSA, except payments or other amounts agreed upon for which funds shall have been appropriated or available. NMSA's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

13. Legal Review

NMSA requires that all offerors agree to be bound by the requirements contained in this RFP, unless specific exception is taken to any requirement as set forth in this RFP and is accepted by NMSA. Any concerns must be promptly brought to the attention of the Procurement Manager.

14. Governing Law

This contract will be governed by the laws of the State of New Mexico, both as to interpretation and performance. Suits pertaining to this contract can be brought only in

courts in the State of New Mexico. Offerors doing business with NMSA must comply with the Federal Civil Rights Acts of 1964 and Title VII of that Act, Rev. 1979. All work under this contract will be done in strict accordance with the most recent edition of any relevant regulation, standard, document, or code that relates to these laws. Where conflict among the requirements or with these specifications exists, the most stringent requirement will be used.

15. Arbitration

This contract is subject to arbitration to the extent required by the New Mexico Procurement Code.

16. Assignees, Mergers, Dissolution and Successors

The Contractor agrees that during the term of the contract, it will maintain its existing business structure and adhere to the terms and provisions of the contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved, the business structure will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another business structure or permit one or more other business structures to consolidate or merge into it, unless the surviving, resulting, or transferred business structure can:

1. Qualify to do business in the State of New Mexico and holds the appropriate licenses, registrations, etc.
2. Assume, is capable of, and has the capacity and qualifications and agrees in writing to perform all existing and future obligations of the original Contractor.
3. Provide NMSA with all documents required for it to review, evaluate and approve; and
4. Receive NMSA's written approval.

17. Basis for Proposal

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

18. Audit Rights

In accordance with applicable New Mexico and Federal law, the Contractor's books and records related to any process and/or activity that occurs under this contract may be audited at a reasonable time and place.

19. Authority

This RFP, as well as any resultant agreement, is issued under the New Mexico Procurement Code, NMSA's Governing Board Policies, and Procurement Policy.

20. Contract Terms and Conditions

The contract between NMSA and the contractor will follow the format specified by NMSA and contain the terms and conditions set forth in a negotiated contract following award. The contents of this RFP, as revised or supplemented, and the successful Offeror's

proposal will be incorporated into and become part of the contract. NMSA reserves the right to negotiate provisions in addition to those contained in the RFP Sample Contract with any offeror.

NMSA discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of NMSA (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require substantial proposal rewrite to correct. Should an offeror object to any of NMSA's terms and conditions as contained in this RFP strongly enough to propose alternate terms and conditions despite the above, the Offeror must propose **specific** alternative language. NMSA may or may not accept the alternative language, at NMSA's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable and may lead to 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 for the proposed alternate wording to be considered.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (The RFP process prior to selection as successful Offeror), proposed alternate terms and conditions may not 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.

21. Contract Changes

NMSA can make changes within the general scope of this contract by giving notice to the Contractor, and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this service, an equitable adjustment in the price or delivery or both may be made. No change by the Contractor will be recognized without written approval of NMSA. Any claim of Contractor for any adjustment must be made in writing within thirty (30) days from date of receipt, by Contractor, of notification of such change, unless NMSA waives this condition. Nothing in this section will excuse Contractor from proceeding with performance of the service as changed hereunder.

22. Contract Term and Extension

The initial term of this contract will commence on July 1, 2024, and will continue through June 30, 2025 unless otherwise terminated or canceled. By mutual written agreement, the contract may be extended after the first term for up to four (4) additional one-year periods. NMSA reserves the right to offer month-to-month extensions if that is

determined to be in the best interest of NMSA. However, no contract extension exists unless Contractor is so notified by NMSA (OR “Renewals will happen automatically without notice unless non-renewal is chosen, in which case Contractor will be notified in writing prior to termination date”. Extension and renewal of contract shall include, but are not limited to the following factors:

1. Contract usage and volume.
2. Satisfactory delivery of products and services during the preceding contract term.
3. Ability to continue the delivery of quality products and services.
4. Adherence to the contract terms and conditions.
5. Ability to provide competitive prices for products and the services under the contract.

23. Contract Deviations

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

24. Parole Evidence

This contract represents the final written expression of agreement. All agreements are contained herein, and no other agreements or representations that materially alter it are acceptable.

25. Legal Remedies

All claims and controversies are subject to the New Mexico Procurement Code, NMSA 1978, and Sections 13-1-28 through 13-1-199.

26. Liens

All materials and services will be free of all liens.

27. Support Services Requirements

Any training and staff development services offered under this solicitation must be provided by qualified and experienced educational consultants who have the knowledge and background with the solutions offered as well as the curriculum content. The Contractor must be able to provide training services online or on or off-site as required by NMSA and may include services relating to supporting instructional staff with implementation and ongoing day-to-day solution management, troubleshooting and operation issues.

28. Offeror Qualifications

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

29. Taxes

Prices offered and detailed in the proposal shall **NOT** include any applicable gross receipts tax or local tax. For eligible services performed, applicable taxes shall be listed as a separate item on all invoices. No gross receipts tax can be collected on delivery charges to the specified delivery location. NMSA is exempt from all Federal Excise Taxes and New Mexico and city Gross Receipts Taxes on all tangible items. NMSA may issue, provide or facilitate transmission of a Type 9 Non-Taxable Transaction Certificate upon request or as otherwise deemed necessary.

30. Shipping Terms

Prices shall include shipping when applicable. The Contractor will retain title and control of all goods until they are delivered and received at the specified location. All risk of transportation and all related charges will be the responsibility of the Contractor. Delivery of goods or services, if applicable, shall be FOB-Destination, which shall be specified within the Specifications of this Request for Proposals or on any related purchase order(s).

31. Disclosure Regarding Responsibility

Any prospective Responsible Offeror and/or any of its principals who seek to enter a contract greater than twenty thousand dollars (\$20,000.00) agrees to disclose whether they, or any principal of their company:

- a) Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any Federal entity, State agency or local public body.
- b) Have, within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes related to the submission of offers; or 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;
- c) Are presently indicted for, or otherwise criminally or civilly charged by any (federal, state, or local) government entity with, commission of any of the offenses enumerated in paragraph 2 of this disclosure.
- d) Have, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000.00, of which the liability remain unsatisfied.
 - i. Taxes are considered delinquent if both of the following criteria apply:
 - (a) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge.
 - (b) In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - ii. 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.

- e) 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. 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. The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances. A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- f) Nothing contained in the foregoing shall be construed to require establishing a system of records to render in good faith the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings. 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. 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 Chief Procurement Officer or their designee. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the government, the agency may terminate the involved contract for cause. Still further, NMSA may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer.

32. Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give a written assurance of this intent to perform. If a demand is made, and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

33. Right to Waive Minor Irregularities

NMSA reserves the right to waive minor or immaterial irregularities and formalities regarding this RFP.

34. Change in Contractor Representatives

NMSA reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of NMSA, meeting its needs adequately.

35. Agency Rights

NMSA reserves the right to accept all or a portion of an Offeror's proposal.

36. Right to Publish

Through the duration of this procurement process and contract term, potential offerors and contractors must secure from NMSA written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

37. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of NMSA.

38. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

39. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement 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 NMSA.

40. 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.

41. Default

NMSA reserves the right to cancel all or any part of any orders placed under this contract without cost to NMSA, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by NMSA due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless NMSA shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

42. Novation

If the original Contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. NMSA reserves the right to accept or reject the new party, with the original Contractor being obligated if the new party fails to perform. A simple change of name agreement will not change the contractual obligations of the Contractor.

43. Conflict of Interest

The Offeror warrants by submitting a proposal that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or services required. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, §10-16-1 through §10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed.

44. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the included Campaign Contribution Disclosure Form as a part of its proposal. This requirement applies regardless of whether a covered contribution was made or not made. **Failure to complete and return the signed, unaltered form will result in disqualification.**

45. Preferences

The New Mexico Procurement Code provides for preference for eligible in-state, veteran, and Native American businesses, under certain conditions. If applicable, preference will be provided to those Offerors that have provided a valid preference certificate with their proposal.

In order for an Offeror to receive a NM preference, the Offeror must submit a copy of their preference certificate with their proposal. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or copy of a submitted application is not acceptable and will not qualify the Offeror for any preference. For more information, or to obtain application forms, please go to: <https://www.tax.newmexico.gov/businesses/business-preference-certification/>. Note that NM preference may not be considered if federal funds are to be utilized.

46. Costs

All costs of products and/or services, as well as any licensing fees, installation and training services, annual support, maintenance, software updates or subscription fees, etc. shall be clearly identified and stated with the terms, conditions and stipulations within any proposal issued under this solicitation. Any yearly site license, technical support fees or other annual costs must be disclosed to NMSA prior to issuance of a purchase order for product and services. It should be noted that annual

costs may not be automatically renewed and may be re-negotiated. It is the Contractor's responsibility to communicate and receive authorization from NMSA prior to any renewal period.

47. Force Majeure

Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions- interventions-acts or failures; or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

48. Indemnification

Contractor shall indemnify and hold harmless NMSA and its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omissions(s) while Contractor, and/or its employees, sub-contractors, perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the tort claims act (41- 4-1, et seq., N.M.S.A. 1978 comp.) and any amendments thereto. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any Member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s) bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Contractor shall provide all

insurance necessary to employees on the work site, including, but not limited to, worker's compensation.

49. 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. Termination for Convenience: NMSA can, by written notice stating the effective date, terminate the contract issued as a result of this RFP for convenience in whole or in part, at any time upon 30 days' notice. NMSA shall pay Offeror as full compensation for performance until such termination as follows:

1. The unit or pro-rata order price for the delivered and accepted portion; and
2. A reasonable amount, not otherwise recoverable from other sources by Offeror as approved by NMSA with respect to the undelivered or unaccepted portion of the service, provided compensation shall in no event exceed the total contract price.

50. Termination for Default: NMSA reserves the right to terminate in whole or any part of the contract due to the failure of the Contractor to carry out any obligation, term, or condition of the contract. NMSA may issue written notice to the Contractor for acting or failing to act under the following conditions.

1. The Contractor provides material that does not meet the specifications of the contract.
2. The Contractor fails to complete the services set forth in the specifications of the contract.
3. The Contractor fails to complete the work required or to furnish the materials required within the specified time.
4. The Contractor fails to make progress in the performance of the contract and/or gives NMSA cause to believe that the Contractor will not or cannot perform the requirements of the contract.
5. The Contractor fails to observe any or all of the terms and conditions of the contract.
6. Any other conditions that, in the opinion of NMSA, warrants such action.

Upon receipt of a written notice, the Contractor will have ten (10) days to provide a satisfactory response in writing to NMSA. Failure on the part of the Contractor to satisfactorily respond can result in NMSA terminating the contract.

51. Termination for Gratuity

NMSA shall, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any employee of NMSA with a view toward securing a contract or the respect to the performance of the contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph.

Samples of software, equipment or hardware provided to NMSA for demonstration, evaluation, or loan purposes are not considered gratuities.

52. Termination for Non-Performance or Contractor Deficiency

NMSA reserves the right to cancel the whole or any part of this contract due to failure by Contractor to carry out any obligation, term, or condition of the contract. NMSA may issue a written notice to Contractor for acting or failing to act in any of the following:

1. Providing material or services that do not meet the specifications of the contract.
2. Failing to adequately perform the services set forth in the scope of work, specifications, or contract.
3. Failing to complete required work or furnish required materials within a reasonable amount of time.
4. Failing to make progress in performance of the contract and/or giving NMSA reason to believe that Contractor will not or cannot perform the requirements of the contract.
5. Performing work or providing services under the contract prior to receiving a purchase order from NMSA for such work.
6. Fails to observe any or all the terms and conditions of the contract; or
7. Any other conditions that, in the opinion of NMSA, warrants such action. Upon receipt of a written notice, Contractor will have ten (10) days to provide a satisfactory response to NMSA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the contract will become the property of NMSA on demand.

53. Termination of RFP

NMSA reserves the right to cancel this RFP at any time and for any reason and to reject any or all proposals when it is in the best interest of NMSA (13-1-131 NMSA 1978).

54. Title and Risk of Loss

The title and risk of loss of material or service will not pass to NMSA until it receives the material or service at the point of delivery, unless otherwise specified within this document.

55. Proof of Licensing

NMSA reserves the right to request proof of licensing for which licensure by the State of New Mexico or another agency is required. (i.e. Professional Architect/Engineer, State Bar Member, etc.)

56. Sample Standard Agreement

Attached is a sample contract. All of the terms and conditions of the sample contract may not be applicable, and any award is contingent upon the negotiation of a contract acceptable to NMSA in its sole discretion. Any contract will include a scope of work set forth in this RFP and/or as otherwise successfully negotiated.

PROPOSAL FORM

RFP# 2025-01

NMSA

RFP #2025-01

CONFIRMATION OF RECEIPT/INTENT TO SUBMIT

In acknowledgement of receipt of this Request for Proposal, the undersigned hereby expresses interest and an intent to submit a proposal (does not obligate submission).

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Form to:

Marie Tapia

500 Montezuma Avenue

Santa Fe, NM 87501

PROPOSAL FORM

RFP# 2025-01

APPENDIX A - LETTER OF TRANSMITTAL FORM

Items #1 to 4 **MUST** EACH BE RESPONDED TO AND INCLUDED IN THE PROPOSAL. Failure to respond to all four items MAY RESULT IN THE DISQUALIFICATION OF THE PROPOSAL

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

2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as set forth in this RFP, unless specifically taken exception to otherwise.
- I concur that submission of this proposal constitutes acceptance of any mandatory requirements and Evaluation Factors contained in this RFP.
- I acknowledge receipt of the following addenda to this RFP (if any):

Addendum # _____ Dated _____ Addendum # _____ Dated _____ Addendum # _____ Dated _____
Addendum # _____ Dated _____ Addendum # _____ Dated _____ Addendum # _____ Dated _____

_____, 20____
Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

PROPOSAL FORM

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APPENDIX B – CURRENT W-9

Place a current copy of offeror's W-9 form here.

(For access to an online version of this form, go to <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

PROPOSAL FORM

RFP# 2025-01

APPENDIX C - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

PROPOSAL FORM

RFP# 2025-01

“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.

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

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

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

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

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

Name(s) of Applicable Public Official(s): Michael Kaplan, Bill Beacham, Dolores Espinosa de Ortega, Trina Raper, Cynthia Nava, Chelamia Quintana

Names of Evaluation Committee: Marie Tapia, Elizabeth Romero, Alyssa Romero, Isabella Aldana

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

PROPOSAL FORM

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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)

PROPOSAL FORM

RFP# 2025-01

APPENDIX D – STATEMENT OF COMPLIANCE

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign only one section of the declarations stated below and then submit as part of the proposal.

EITHER

No Exceptions Taken.

The undersigned declares that the Proposal submitted by _____
(Name of firm) will provide services as specified in strict compliance with the instructions, conditions and terms listed in this RFP, **with no exceptions taken.**

Signature

Date

Printed Name and Title

OR

Exceptions Taken. By signing below, the Offeror acknowledges that the Proposal submitted by (Name of Firm) _____ has been prepared in consideration of and with exception to one or more of the requirements or terms specified in this RFP. By signing below, the Offeror declares their **proposal includes a written statement that identifies each item to which the Offeror is taking exception** or is recommending change to and identifies the reasons for submitting the proposed exception or change. NMSA reserves the right to reject any declarations of exception that are not accompanied by the required documentation or to accept or reject any proposal based on any exception taken.

Signature

Date

Printed Name and Title

[Attach separate sheet(s) detailing exceptions]

PROPOSAL FORM

RFP# 2025-01

APPENDIX E – CONFLICT OF INTEREST

Offeror/contractor represents and warrants the following:

1. No Current or Prior Conflict of Interest. The offeror/contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations as specified and set forth in this RFP or any contract entered into pursuant to award under this RFP.
2. Notice of Potential Conflict. If any such actual or potential conflict of interest arises, contractor shall immediately inform the Procurement Manager in writing of such conflict.
3. Termination for Material Conflict. If, in the reasonable judgment of NMSA, such conflict poses a material conflict to and with the performance of Contractor's obligations, then NMSA may terminate the contract immediately upon written notice to Contractor; such termination of contract shall be effective upon the receipt of such notice by Contractor.
4. If the offeror is a former employee of NMSA enter the position held and the date of separation/retirement here:

(write N/A if not applicable)

5. If the offeror is a current employee of NMSA, or a direct family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee with NMSA, state name of the employee and position held here:

_____ (write N/A if not applicable).

Signature

Date

Printed Name and Title

PROPOSAL FORM

Type text here

RFP# 2025-01

APPENDIX F - AFFIDAVIT OF NON-COLLUSION

The undersigned, duly authorized to represent the persons, firms, and/or corporations joining and participating in the submission of the foregoing proposal, certifies that to the best of their belief and knowledge, no person, firm, or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing proposal has directly or indirectly entered into any agreement or arrangement with any other Contractors, or with any official of NMSA, or any employee thereof, or any person, firm, or corporation under contract with NMSA, whereby the Contractor, in order to induce the acceptance of the foregoing proposal by NMSA, has paid or is to pay to any other Contractor or to any of the aforementioned persons anything of value whatever, and that the Contractor has not, directly or indirectly, entered into any arrangement or agreement with any other Contractor or Contractors which tends to or does lessen or destroy free competition in the letting of this contract.

This is to certify that the Contractor, or any person on its behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the responding or award of the referenced contract.

This is to certify that neither I, nor to the best of my knowledge, information and belief, the Contractor, nor any officer, director, partner, member, or associate of the Contractor, nor any of its employees directly involved in obtaining contracts with the State of New Mexico, NMSA or any subdivision of the State, has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.

This is to certify that the Contractor or any person on its behalf has examined and understands the terms, conditions, scope of work and specifications and other documents of this solicitation.

This is to certify that, if awarded a contract, the Contractor will provide the equipment, commodities, and/or services to NMSA in accordance with the terms, conditions, scope of work, specifications, and other documents of this solicitation along with provisions as set forth and accepted on this proposal.

Authorized Representative (Please print or type)

Position (Please print or type)

Mailing Address

City, State, Zip

By: Signature of Authorized Representative

Email Address

PROPOSAL FORM

RFP# 2025-01

APPENDIX G - DEBARMENT/SUSPENSION/LITIGATION CERTIFICATION FORM

DEBARMENT/SUSPENSION STATUS

The Offeror certifies that it is not suspended, debarred or ineligible from entering into contracts with the State or Federal Government, or in receipt of a notice or proposed debarment from any public entity. The Offeror agrees to provide immediate notice to NMSA in the event of being suspended, debarred or declared ineligible by any State or federal agency or public entity, or upon receipt of a notice of proposed debarment that is received after the submission of the RFP or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named **and that the information contained in this document is true and accurate to the best of their knowledge.**

LITIGATION

Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with any governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	
-----	--	----	--

If "Yes", please provide the following information. Table can be duplicated for each issue being identified. If not applicable may cross through and state "N/A".

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the ens or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

Signature: _____ Title: _____

Date: _____ Name (Typed or Printed): _____

PROPOSAL FORM

RFP# 2025-01

APPENDIX H – PREFERENCE CERTIFICATION

_____ (Name of Business) hereby certifies the following in regard to application of NM preference (pursuant to 13-1-21, NMSA 1978):

Please check one box only:

- ☐ This business **does not have** a qualifying New Mexico Preference Certification.
- ☐ This business **has** the following qualifying New Mexico Preference:
 - ☐ Resident Business
 - ☐ Native American Resident Business
 - ☐ Resident Veteran Business
 - ☐ Native American Resident Veteran Business

(Must include a copy of the certificate with proposal in order to be considered)

If claiming a Resident or Native American **Veterans** Preference Certification, please state annual gross revenue for preceding calendar year:

\$ _____

(note that for gross revenue exceeding \$6,000,000 preference may not be considered pursuant to 13-1-21, NMSA 1978)

(NM Preference may not be considered if federal funds are to be used)

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to inspection and/or protest. A denial of consideration of preference or award, or recension of award, may be made if the statement is proven incorrect.

Sample Contract

UNARMED SECURITY GUARD SERVICES AGREEMENT

This unarmed security guard services agreement is made and entered into between the New Mexico School for the Arts (NMSA) and _____, "Contractor".

It is mutually agreed between the parties that:

- A. Scope of Work. The Contractor will furnish Unarmed Security Guard services to NMSA as generally requested and directed by the Head of School or the Head of School's designee. Among the services to be provided by the Contractor are the services enumerated in the attached Exhibit A.
- B. Compensation. The total compensation shall not exceed \$_____ (_____), plus applicable New Mexico gross receipts taxes, which shall be paid by the Contractor.
- C. Billing Procedures. NMSA will pay the Contractor monthly upon commencement of the contract. No payment in advance of services or of supplies to be provided under this contract shall be made by the School. The School shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- D. Term. The Contract shall be effective from July 1, 2024, and its terms shall extend until June 30, 2025, unless it is (1) terminated earlier pursuant to Section E, or (2) amended pursuant to Section M. NMSA and the Contractor may, by mutual agreement, renew this Agreement on an annual basis for a period not to exceed four years.
- E. Termination. The Contract may be terminated by either of the parties thereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

Termination Management. Immediately upon receipt by either School 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 School; 2) comply with all directives issued by School in the notice of termination as to the performance of work under this Agreement; and 3) take such action that the School directs for the protection, preservation, retention or transfer of all property titled to School and client records generated under this Agreement. On the date the notice of termination is received, the Contractor shall furnish to School its client records, and a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the paragraph of this Agreement regarding financial records, if any.

Sample Contract

- F. Status of Contractor. The Contractor, their agents, and their employees are independent contractors performing professional services for NMSA and are not employees of the State of New Mexico. The Contractor, his 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 by virtue of the Contract.
- G. Assignment. The Contractor shall not assign or transfer any interest in the Contract or assign any claims for money due or to become due under the Contract without the prior written approval of NMSA.
- H. Materials and Equipment. The Contractor shall furnish, at its expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Contract. NMSA shall provide a computer for the Contractor's use in the dorm office during the term of Contract; the computer shall remain the property of the school.
- I. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written approval of the Head of School of NMSA.
- J. Licensing and Accreditation Standards. The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary in the performance of this Contract.
- K. Records and Audit. The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by NMSA and the State Auditor. NMSA shall have the right to audit billings both before and after payment. Payment under the Contract shall not foreclose the right of NMSA to recover excessive or illegal payments.
- L. Release. The Contractor shall, upon final payment of the amount due under the Contract, release NMSA, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under the Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed in the Contract by 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.
- M. Confidentiality. Any information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of the Head of School of NMSA.
- N. Product of Service; Copyright. All work and rights to work produced, developed, or acquired by the Contractor under the contract, including ownership of any copyrights to work produced under the contract, shall be transferred to and become the exclusive property of the state, and all materials developed or acquired under the contract shall be delivered to NMSA not later than the termination date of the contract. The Contractor

Sample Contract

and NMSA acknowledge that the compensation paid to the Contractor is due consideration for transfer of ownership of any copyrights for work produced under the contract.

- O. Insurance. The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the School should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractors or agents of either, while performing under the terms of this Contract. The insurance required shall be issued by an insurance company(s) authorized to do business within the state of New Mexico and shall name the School as additional insured under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The Contractor shall submit to School within 30 days of the Contract effective date a certificate of insurance, which outlines the coverage and limits defined in this paragraph. The Contractor shall submit renewal certificates as appropriate during the term of the Contract. The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this contract, as follows:
- a. Professional Liability, Errors and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all program activities by the Contractor and any licensed staff employed by the Contractor.
- P. Indemnification. Each party to this contract shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this contract shall be responsible for the acts and/or omissions of entities or individuals not a party to this contract.
- Q. Conflict of Interest. The Contractor shall warrant that the Contractor has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the Contract.
- R. Amendment. The Contract shall not be altered, changed, or amended except by an instrument in writing executed by the parties.
- S. Merger. The Contract shall incorporate all the agreements, covenants and understandings between the parties thereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Contract.
- T. Applicable Law. The Contract shall be governed by the laws of the State of New Mexico.
- U. Waiver. The Contract shall contain a provision that states that no waiver of any breach of the Contract or any of the terms or conditions thereof shall be held to be a waiver of any

Sample Contract

other or subsequent breach; nor shall any waiver be valid, alleged, or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

- V. Appropriation. The terms of the Contract are contingent upon sufficient appropriations and authorization being made by the New Mexico State Legislature or other funding agency. If sufficient appropriations and authorization are not made by the Legislature or other funding agency, the Contract shall, notwithstanding the provisions of any other paragraph of the Contract, terminate immediately upon the Contractor's receipt of written notice of termination from NMSA. NMSA's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- W. Notice. The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities, and kickbacks.
- X. Equal Opportunity Compliance. The Contractor shall agree to abide by all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor shall agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under the Contract. If the Contractor is found to be not in compliance with these requirements during the life of the Contract, the Contractor shall agree to take appropriate steps to correct these deficiencies.

(Contractor) _____
(Contractor) _____

Eric Crites
New Mexico School for the Arts

Signature

Signature

Title *Date*

Title *Date*

Sample Contract

Exhibit A: Scope of Work

SCOPE OF WORK AND OTHER REQUIREMENTS

1. The contractor shall provide unarmed, uniformed security guard services for NMSA's Residential Program.
2. The contractor shall provide security guard services 7 nights a week for 12 hour overnight shifts during the school year.
3. The contractor shall provide and supervise security guards who have passed background checks and who have the mental and physical qualifications, experience, and training needed to successfully perform their assigned duties.
4. NMSA reserves the right to interview each guard to be provided prior to, during, or while on assignment and to reject and bar from the facility any employee hired by the vendor.
5. The security guard's main responsibility will be to maintain a quiet, safe, and orderly atmosphere.
6. Security guard(s) shall not be permitted to carry a weapon of any type.
7. Security guard(s) must be of a temperament to work and communicate with adults, teens, and children of all ages and be capable of controlling a crowd in all circumstances.
8. Security Guard(s) shall be dressed in uniform with appropriate emblems and/or badges identifying his/her occupation and company.
9. The contractor will be required to provide the Residential Director with nightly reports and keep the nightly reports on file in NMSA's security office.
10. The contractor shall insure that all uniformed security guard(s) provided under this contract are on time, alert, and capable of performing their assigned duties. If the assigned guard does not report on time, the contractor is required to send a replacement guard within one hour of receiving notice unless another arrangement has been made with the Residential Director.
11. Detailed shift responsibilities will be provided prior to when services begin in August. The contractor will be required to complete a campus walk-through with the Residential Director and Head of School.
12. Security guards will be required to complete mandatory school training modules. In addition, the vendor will be required to participate in monthly Safety, Security, and Wellness Team meetings with school personnel.
13. The contractor is responsible for ensuring that security guards have a clear understanding of performance standards, as well as both required and prohibited activities. The vendor shall examine the specifications pertaining to the work. The contractor will have the responsibility

Sample Contract

to instruct and train each guard in the duties and responsibilities of the post. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed under this agreement will be accepted by NMSA for any failure on the part of the vendor to fulfill the duties under this agreement.

14. The contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect NMSA should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the contractor or subcontractors or agents of either, while performing under the terms of this contract. The insurance required shall be issued by an insurance company(s) authorized to do business within the state of New Mexico and shall name NMSA as additional insured under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. Contractor shall submit to NMSA a certificate of insurance, which outlines the coverage and limits defined in this paragraph. The contractor shall submit renewal certificates as appropriate during the term of the contract. The contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this contract, as follows: Professional Liability, Errors and Omissions Insurance. The contractor shall maintain Professional Liability or Errors and Omissions Insurance. The contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all program activities by the contractor and any licensed staff employed by contractor.