REQUEST FOR PROPOSALS

RFP: 19-631-6001-00086

Clean Energy Workforce Development Study

June 17, 2019

PROPOSAL DUE:
July 12, 2019 2:00 p.m. MDT

ADDRESS:
Procurement Department
New Mexico Department of Workforce Solutions
401 Broadway NE
PO Box 1928
Albuquerque, NM 87102

CONTACT:
Nicholas Reed
Chief Procurement Officer
Phone: (505) 841-8655
Email: ASD.tiwaprocurement@state.nm.us
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico’s Department of Workforce Solutions (DWS) requests proposals to study and make recommendations on issues for transition to a clean energy economy. The 2019 State Legislator appropriated $200,000 for this study, of which $175,000 is available under this RFP.

B. SCOPE OF WORK

The scope of work is to study and make recommendations on issues for transition to a clean energy economy, as stated in State Legislation House Appropriations and Finance Committee Substitute for House Bill 548, enacted during the Fifty-Fourth Legislature, First Session, 2019, section 17 (A) (3) NMSA 1978 (Chapter 279).

The contract(s) shall begin on August 9, 2019 or as soon as possible thereafter and end on June 19, 2020.

The scope of work shall consist of preparing a written report that studies, analyzes, identifies, and provides written recommendations on the opportunities for and barriers to transition New Mexico to a clean energy economy, specifically:

1. Identification of new and emerging industries, including emerging technology industries, that will assist with clean energy transition;

2. Recommendations on how to foster opportunities for clean energy companies and organizations to locate and/or relocate to New Mexico;

3. A literature review and best-practices from other states and/or other countries that have already or in the process of transitioning to a clean-energy economy;

4. Determination of the type of educational opportunities, career and technical education, job training, skills, and workforce development are needed to meet the demands of clean-energy jobs;
5. Study the capacity to help industries, workers and communities’ transition to economic and labor-market changes related to a transition to a clean energy economy;

6. Determination of the types of worker training and retraining programs should be implemented so the needs and demands of the clean energy economy are met;

7. Recommendation of the types of outreach needed for students interested in working in the clean energy economy. Particular emphasis should be placed on students that are youth and those that currently work in traditional energy sectors but would like to transition to clean energy sectors;

8. Identification of specific low-income, rural, and/or otherwise disadvantaged communities and/or communities disproportionately affected by environmental pollution so they can receive priority for economic development opportunities related to New Mexico’s transition to a sustainable and clean energy economy.

9. Identification of the barriers that specific low-income, rural, and/or otherwise disadvantaged communities and/or communities disproportionately affected by environmental pollution have that prevent them from growing a clean energy economy;

10. Recommendations and proposed solutions how low-income, rural, and/or otherwise disadvantaged communities and/or communities disproportionately affected by environmental pollution can better position themselves to transition to a clean energy economy;

11. Identification of state and federal funding resources to implement the recommendations made in the report;

12. Identification of governmental and nongovernmental agencies, local communities, and nonprofit entities that can assist with implementing the recommendations made in the report.
The scope of the work also includes the following tasks and activities:

1. The offeror must meet, interview, communicate, and consult with governmental and nongovernmental agencies, local communities, nonprofit entities, economic developers, business owners, and the public and identify and publish in the report the recommendations and feedback received from these agencies, communities, entities, developers, business owners, and the public.

2. The offeror must hold at least three (3) community-based organizational meetings/technical workshops to identify issues and gaps, target resources, and build coordinating networks to assist these local communities transition to a clean energy economy. Community stakeholders, state agency officials, and the public must be invited and attend these meetings. The report must include, in its appendix, a listing of when the meetings occurred; the location; who attended; and a brief description of the issues discussed.

3. A preliminary version of the report will be published on the offerer’s website for at least 30 calendar days in order for the public to review and comment. The final report is to incorporate the comments received during this time period.

4. The report will be designed by a professional graphic designer and incorporate maps, tables, charts, and graphics as needed.

5. The report will be printed on high-quality paper, size 8.5 x 11, and in color. The report will be bound professionally, and the text will be in a font size that is easy to read.

6. The offerer must provide the Department 200 paper copies of the report.

7. The final report must also be provided in an electronic PDF format, with active hyperlinks, so that it can be immediately displayed and made available on the Department’s website.

8. A monthly report is due on the first of each month and will be submitted electronically to the project manager. This report will include, but is not limited to,
a description of what was accomplished in the past month; what will be accomplished in the current month, and the overall status of the project.

9. The report is to incorporate a statistical and labor economics section that will be completed by the New Mexico Department of Workforce Solutions, Economic Research and Analysis (ER&A) section. This section will be emailed to the offerer no later than March 1, 2020. This section of the report will include data and provide analysis on clean energy jobs, specifically: occupations that currently work in the clean energy industry; the current wages and projected employment growth of those occupations; identification of current industries that provide clean energy; and projected future employment growth of those industries. This section must be included in the final report. No edits are to be made to this section without the explicit and written approval of the ER&A Bureau Chief.

The scope of the work also includes a required presentation and briefing/question and answer session made to the Department by the offerer at the conclusion of the study. The presentation and briefing/question and answer session will be scheduled for June 2020. The offerer will present on the study, its findings, and next steps.

C. SCOPE OF PROCUREMENT

The scope of the procurement shall encompass the defined scope of work. There shall be no contract extensions or renewals.

D. PROCUREMENT MANAGER

The Agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below.

Nicholas Reed  
Department of Workforce Solutions  
401 Broadway NE  
PO Box 1928  
Albuquerque, NM 87102  
Phone: (505) 841-8655  
E-mail: ASD.tiwaprocurement@state.nm.us
All deliveries via express carrier should be addressed as follows:

Nicholas Reed  
Department of Workforce Solutions  
Chief Procurement Officer  
401 Broadway NE  
PO Box 1928  
Albuquerque, NM 87102

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding this solicitation. Other agency employees do not have the authority to respond on behalf of the Agency.

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"Agency" or "Purchasing Agency" means the New Mexico Department of Workforce Solutions.

"Chief Procurement Officer" or "CPO" means the person holding the position as the head of the central procurement office for the New Mexico Department of Workforce Solutions whose address follows:

Nicholas Reed  
Department of Workforce Solutions  
Chief Procurement Officer  
401 Broadway NE  
PO Box 1928  
Albuquerque, NM 87102

"Clean Energy" means solar, wind, solar thermal energy generation and other renewable energy resource generation.

"Communities" shall be identified based on geographic, socioeconomic, public health and environmental hazard criteria and may include areas:

A. disproportionately affected by environmental pollution and other hazards that can lead to negative public health effects, exposure or environmental degradation;
B. communities with concentrations of people that are of low income, high unemployment, low levels of homeownership, high rent burden or low levels of educational attainment or are sensitive populations.

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

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

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

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

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

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

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Agency management and the Chief Procurement Officer for contract award. It contains all written determinations resulting from the procurement and contains one or more recommendations regarding contract award.

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

“Key Personnel” means the staff provided by a Contractor or a Subcontractor. Key Personnel will include at a minimum the analysts, economists, managers, editors, project manager, graphic designers, and the Offeror’s company executive with the responsibility for the overall performance of the Contract, and any other personnel directly involved in the project. Key Personnel may appear on-site.

"Low-income, rural, and/or otherwise disadvantaged communities” means communities made up of people living in counties designated as non-metropolitan statistical areas that are of low income, high unemployment, low levels of homeownership, high rent burden or low levels of educational attainment, or are sensitive populations.

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

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

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

"Professional Services" means the services of economists, economic and workforce development experts, economic developers, and clean energy experts.

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

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

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

F. 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 the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions:

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

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<td>2. Distribution List Response</td>
<td>June 27, 2019</td>
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<td>3. Deadline to Submit Additional Questions (E-mail questions)</td>
<td>June 28, 2019, 5:00 p.m. MDT</td>
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<td>4. Response to Written Questions/RFP Amendments</td>
<td>July 1, 2019, 5:00 p.m. MDT</td>
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<td>5. Deadline to Submit Proposals</td>
<td>July 12, 2019 2:00 p.m. MDT</td>
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<td>7. Selection of Finalists</td>
<td>July 22, 2019</td>
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<td>8. Best and Final Offers from Finalists</td>
<td>July 24, 2019</td>
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<td>9. Finalize Contract</td>
<td>July 26, 2019</td>
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<td>10. Contract Award</td>
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<td>11. Protest Deadline</td>
<td>15 Days after the Contract Award</td>
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B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the New Mexico Department of Workforce Solutions (DWS).

2. Distribution List Response Due

Potential Offerors should return by Email the "Acknowledgement of Receipt of Request For Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by 5:00 P. M. on the date indicated in the Sequence of Events.
The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Additional Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on the date and time indicated in the Sequence of Events.

All written questions shall be emailed to the Procurement Manager (See Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted on the Purchasing Division website by close of business, 5:00 pm MDT, on July 1, 2019. An Acknowledgement of Receipt Form shall also accompany the distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered, returned by facsimile, registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror's organization name shall be deleted from the procurement distribution list.

5. Submission of Proposal

ALL OFFEROR PROPOSALS SHALL BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN DAYLIGHT TIME ON THE DATE INDICATED IN THE SEQUENCE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals shall be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals shall be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Clean Energy Workforce Development Study Request for Proposals. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing Offerors prior to contract award.
6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place during the dates indicated in the Sequence of Events. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the finalist Offerors on July 19, 2019. Only finalists will be invited to participate in the subsequent steps of the procurement.

8. Best and Final Offers From Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the Sequence of Events. Best and final offers may be clarified and amended at the finalist Offeror's proposal presentation.

9. Finalize Contract

The contract will be finalized with the most advantageous Offeror between dates indicated in the Sequence of Events. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

10. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management, if applicable, and the signed contract; the Chief Procurement Officer will award the contract on the date indicated in the Sequence of Events. This date is subject to change at the discretion of the Chief Procurement Officer.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

The award may be subject to additional appropriate governmental approvals, if
applicable.

11. Protest Deadline

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end as of close of business on fifteen (15) days after the Contract Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Chief Procurement Officer. The protest shall be delivered to the Chief Procurement Officer.

Department of Workforce Solutions
Chief Procurement Officer
401 Broadway NE
PO Box 1928
Albuquerque, NM 87102

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with The State of New Mexico procurement regulations, procurement policies and procedures, NMSA 13-1-1 to 13-1-199, and NMAC 1.4.1.

1. Acceptance of Conditions Governing the Procurement

Offerors shall indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.
4. **Subcontractors**
Use of subcontractors shall be clearly explained in the proposal, and major subcontractors shall be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. **Amended Proposals**

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

6. **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 shall submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager.

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

7. **Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

8. **Disclosure of Proposal Contents**

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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

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

9. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns shall be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State New Mexico. The 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, the Grantee 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.

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions". However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

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

The Agency will consider wording changes to Appendix B, Paragraph 2, Scope of Work, Duties and Responsibilities only. Offerors shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

Offerors shall submit with the proposal a complete set of any additional terms and conditions which they intend to have included in a contract with the Agency. The Agency is under no obligation to accept any additional terms and conditions.

17. Contract Negotiations

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

18. 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 this RFP. (See Section I, Paragraph F)

19. **Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. **Change in Contractor Representatives**

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

21. **Agency Rights**

The Agency reserves the right to accept all or a portion of an Offeror's proposal. In addition, the Agency reserves the right to purchase professional services from authorized price agreements or in accordance with applicable provisions procurement regulations.

22. **Right to Publish**

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

23. **Ownership of Proposals**

All documents submitted in response to the RFP may be returned to the Offerors after the expiration of the protest period with the following exception. One complete copy of each Offeror's proposal, including the Best and Final Offer if one was submitted, shall be placed into the procurement file. Those documents will become the property of the Agency and the State of New Mexico.
24. **Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offerors are required to have a valid e-mail address to receive this correspondence.

25. **Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the Procurement Manager, the version maintained by the Procurement Manager shall govern.

26. **Letter of Transmittal**

Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix E). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter Of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.

27. **Campaign Contribution Disclosure Form**

Each proposal shall be accompanied by a completed Campaign Contribution Disclosure Form (Please Refer to Appendix F).
III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES
Offerors shall submit only one proposal.

B. NUMBER OF COPIES
Offerors shall deliver one (1) original and two (2) identical copies of their proposal to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

Offerors shall deliver one (1) electronic version of the proposal (must mirror the hard copy submitted) on USB Thumb Drives each containing the entire Proposal.

C. PROPOSAL FORMAT AND ORGANIZATION

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

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

a. Letter of Transmittal (Binder 1). See Section II, Paragraph C.26 for requirements.
b. Table of Contents (Binder 1).
c. Proposal Summary (optional) (Binder 1).
d. Response to Mandatory Specifications (Binder 1).
   1). Offeror’s Company Experience
   2). Offeror’s Company Past Performance/References
   3). Proposed Key Personnel Experience
   4). Key Proposed Personnel References
   5). Proposed Project Plan
   6). Sample Work Products/Tools or Techniques
e. Response to the following Mandatory Specifications (Binder 2).
   7). Cost
   8). Financial Stability
g. Campaign Contribution Disclosure Form (Binder 2).
h. Response to Agency Terms and Conditions (Binder 2).
i. Offeror's Additional Terms and Conditions (Binder 2).
j. Other Supporting Material (Binder 3).

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly
completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in binder 2 with the cost response form.

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

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

Offerors may include other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.
IV. SPECIFICATIONS

A. Information

1. Agency Resources

No agency resources (office space, telephones, copiers, etc.) will be provided to contractor personnel for use on this contract.

2. Work Performance

For the purpose of preparing proposals, Offerors are to assume that all work will be performed at the Offeror’s place of business or subcontractor’s place of business.

3. Time Frame

The contract is scheduled to begin on contract execution.

B. Mandatory Specifications

1. Offeror’s Company Experience

Offerors shall submit a statement of relevant company experience, including experience of subcontractors, if applicable. The documentation shall thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to the transition to a clean energy economy.

   a. Offerors shall include an overview the company including a summary the company history including the company history of subcontractors, if applicable. The overview shall include type of organization and the state of origin, the date established, location of headquarters and other offices, number and location of employees and a description of types of services offered.

   b. Offerors should thoroughly describe the applicability and availability of qualified resources that may be employed for the project.

   e. Offerors should include in their proposal copies of appropriate professional certifications and/or other documented credentials.
2. **Offeror’s Company Past Performance/References**

Offeror’s proposals shall include three (3) external references from clients who are willing to validate the Offeror’s past performance on similar contracts. The minimum information that shall be provided for each client reference follows:

a. Name of the contact person;
b. Name of the company or governmental entity;
c. Address of the contact person;
d. Telephone number of contact person;
e. Email address of the contact person;
f. A description of the products and services provided and dates the products and services were provided;
g. Performance requirements/measurements achieved, if applicable.

3. **Proposed Project Plan**

Offerors shall submit a thorough project plan as part of the proposal. At a minimum, the proposed project plan shall include the following:

a) an overview of how the program will be rolled out, managed, and monitored for performance;
b) outline and calendar timeline for completion of scope of work;
c) calendar timeline of funds to be encumbered;
d) description of how the offeror will identify and meet, question, communicate and consult with governmental and nongovernmental agencies, local communities, nonprofit entities, and the public;
e) how the offeror will identify the communities mentioned in the scope of work and defined in section I. E.
(f) list the number of, estimated date, and potential locations of community-based organizational meetings/technical workshops that will be held, and how the appropriate community stakeholders, state agency officials, and the public will be identified and notified of these meetings;
g) a description of each partner’s business relationship, structure, and experience as it relates to the objectives of this project and similar types of projects;
h) a description of Offeror’s and/or subcontractor’s facilities where services will be provided, paying special attention to ADA federal requirements;
i) an explanation of how the Offeror will track progress so the deadline is met;
j) an explanation of how the Offeror will ensure that the report, analysis, and research is of the highest quality.
4. **Samples of Work Products/Tools and Techniques**

Offerors shall provide samples of relevant work products provided to previous clients.

5. **Resident Business Preference**

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

6. **Resident Veterans Preference**

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

A. Evaluation Point Summary

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

<table>
<thead>
<tr>
<th>FACTOR</th>
<th>POINTS AVAILABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company Experience</td>
<td>20</td>
</tr>
<tr>
<td>2. Company Past Performance /References</td>
<td>10</td>
</tr>
<tr>
<td>3. Proposed Key Personnel Experience</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>4. Key Personnel Past Performance/References</td>
<td>10</td>
</tr>
<tr>
<td>5. Proposed Project Plan</td>
<td>20</td>
</tr>
<tr>
<td>6. Sample Work Products/Tools or Techniques</td>
<td>25</td>
</tr>
<tr>
<td>7. Cost</td>
<td>15</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

ADDITIONAL OPTIONAL POINTS

Points will be awarded based on Offerors ability to provide a copy of a current Resident Business Certificate OR Resident Veterans Certificate

<table>
<thead>
<tr>
<th>Preference</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Business Preference</td>
<td>5</td>
</tr>
<tr>
<td>Resident Veterans Preference</td>
<td>10</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>115</strong></td>
</tr>
</tbody>
</table>

B. EVALUATION FACTORS

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

1. Company Experience (20 points)
   a. Company information – (No Points)
   b. Experience - Up to 5 point will be awarded based upon and evaluation of the documented company experience including subcontractors, if applicable, on similar projects and engagements.
   c. Knowledge - Up to 5 points will be awarded based upon an evaluation of the extent of their documented knowledge of the purpose of this RFP for the project.
d. Resources - Up to 5 points will be awarded based upon an evaluation of the applicability and availability of the Company resources that may be employed for the project.

e. Certifications - Up to 5 points will be awarded based upon an evaluation of the applicability of provided certifications or other credentials to meet the needs of the project.

2. Company Past Performance/References (10 points)

Points for company references will be awarded based upon an evaluation of the Offeror's work for previous clients receiving similar services to those proposed by the Offeror for this contract.

3. Proposed Key Personnel Experience (Pass/Fail, zero points assigned)

Points for individuals' experience will be awarded based upon an evaluation of the individual's experience in completing similar services to those proposed for the staff member(s) for this contract.

Change in Personnel
Project managers, staff and specialists may be changed if those personnel leave the offeror, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Department. However, in either case, the Department retains the right to approve or reject replacements. Other personnel may be changed with the written approval of the Department, provided that replacements have substantially the same or better qualifications or experience, as deemed by the Department. A statement of concurrence is required.

4. Key Personnel Past Performance/References (10 points)

Points for individual references will be awarded based upon an evaluation of the individual's work performed for previous clients receiving similar services to those proposed for the staff member for this contract.

5. Proposed Project Plan (20 points)

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the proposed project plan as well as the proposed division of work performed on-site and off-site as well as the division between Agency resources versus Offeror resources.

6. Sample Work Products/ Tools and Techniques (25 Points)
Sample Work Products - Up to 15 points will be awarded based upon an evaluation of the applicability and quality of the provided samples of work performed for previous clients.

Tools/Techniques – Up to 10 points will be awarded based upon an evaluation of the applicability of any proposed tools and/or techniques to be used for the project.

8. Cost (15 points)

Responding to cost proposal is mandatory. Failure to respond will result in disqualification. Points will be awarded based on response. The total proposed cost for performing the audit must be itemized for each of the three possible contract years, using the criteria below.

The Offeror shall propose, by designated category, an hourly composite rate and estimate of hours to complete each category, including all out-of-pocket, audit-related expenses, such as travel, per diem and applicable overhead.

The Offeror shall also provide a separate breakout of the following:

--Hourly rates to be charged by type of personnel, if applicable
--Monthly rate and number of hours estimated to complete the scope of services (this may be presented in phases of the work).
--Additional items to be included in cost such as travel, per diem, applicable overhead, etc.

The formula that will be utilized for the calculation of points for this item will be:

\[
\text{Lowest Responsive Offer Average Hourly Rate} \times 15 = \text{Award Points}
\]

Additional Optional Points

**Resident Business Preference** – Five (5) points will be awarded if the proposal contains a copy the Taxation and Revenue Department’s resident business preference certificate unless a Resident Veterans Preference Certificate is also
submitted in which case the higher number of points from the Resident Veterans Preference shall be awarded instead.

**Resident Veterans Preference** – Ten (10) points will be awarded if the proposal contains a copy of the Taxation and Revenue Department’s Resident Veterans Certificate as follows: Resident veterans’ businesses with annual revenues of $3M or less shall receive ten (10) points.

C. **Evaluation Process**

The evaluation process will follow the steps listed below:

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

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

3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for non-selection regardless of overall score.
APPENDIX A
Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS
Clean Energy Workforce Development Study

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix C.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 4:00 P. M. on June 17, 2019. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _________________________________________________________________

REPRESENTED BY: _____________________________________________________

TITLE: ________________________________ PHONE NO.: ____________________

E-MAIL: ___________________________ FAX NO.: ________________________

ADDRESS: _____________________________________________________________

CITY: __________________________ STATE: ________ ZIP CODE: _____________

SIGNATURE: ___________________________________ DATE: _________________

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposals.

Nicholas Reed
Department of Workforce Solutions
Chief Procurement Officer
401 Broadway NE
PO Box 1928
Albuquerque, NM 87102
ASD.tiwaprocurement@state.nm.us
APPENDIX B
SAMPLE CONTRACT TERMS AND CONDITIONS

New Mexico Department of Workforce Solutions
PROFESSIONAL SERVICES CONTRACT
FOR
Clean Energy Workforce Development Study

THIS AGREEMENT is made and entered into by and between the New Mexico Department of Workforce Solutions, herein after referred to as the "Purchasing Agency", and [insert contractor name] herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

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

2. Scope of Work:

   [insert detail statement of work including deliverables]

Duties and Responsibilities:

   [insert Contractor duties and responsibilities]

   [insert Purchasing Agency duties and responsibilities]

Additional Information:
The following listed contractor supplied personnel shall perform services under this agreement:
[insert the names of contractor personnel and consultant classification from the contractor’s proposal]

3. Work Environment

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


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

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

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

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

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

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

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

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

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

5. Term

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

6. Termination

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

7. Status of Contractor

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

8. Assignment
The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the Purchasing Agency and the New Mexico Department of Workforce Solutions.

9. Subcontracting

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

10. Records of Audit

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

11. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Purchasing Agency to the Contractor. The Purchasing Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Purchasing Agency, its officers and employees, and the New Mexico Department of Workforce Solutions from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the New Mexico Department of Workforce Solutions, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. Confidentiality

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

14. Product of Service: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the New Mexico Department of Workforce Solutions and shall be delivered to Purchasing Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Project Manager at conclusion of the Agreement.

15. Conflict of Interest

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

16. Amendment

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

17. Approval of Contractor Personnel

Once work has started, no changes of personnel will be made by the contractor without the prior written consent of the Contract Administrator. Replacement of any contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

The Purchasing Agency shall retain the right to require or request the removal of any of the Contractor's personnel at any time.

18. Scope of Agreement

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

19. Equal Opportunity Compliance

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

20. Indemnification

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

21. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico. Proper venue for legal action regarding this agreement shall be in the county of Bernalillo.

22. Limitation of Liability

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

23. Incorporation by Reference and Precedence

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

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

24. Warranties

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

25. Project Reporting

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

26. Workers’ Compensation

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

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

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

New Mexico Department of Workforce Solutions
[insert Purchasing Agency's name]

_________________________________  _____________________________________________
(Contractor)
**APPENDIX C**

PROPOSED HOURLY RATES FORM

The Offeror listed below submits the following firm, fixed hourly rates to complete the requirements as outlined in this RFP.

<table>
<thead>
<tr>
<th>SERVICE CLASSIFICATION</th>
<th>MAXIMUM HOURLY RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ON-SITE</td>
</tr>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

Offeror Name: ____________________________________________________________
## APPENDIX D
MANDATORY REQUIREMENTS CHECKLIST

<table>
<thead>
<tr>
<th>Yes / No</th>
<th>Letter of Transmittal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix E). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter Of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes / No</th>
<th>Number of Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Offerors shall provide the following to the location listed below on or before the closing date and time for receipt of proposals:</td>
</tr>
<tr>
<td></td>
<td>1. Binder 1 - One (1) original and two (2) identical copies of their proposal;</td>
</tr>
<tr>
<td></td>
<td>2. Binder 2 - One (1) original and two (2) copies of the response to additional business specifications;</td>
</tr>
<tr>
<td></td>
<td>3. Binder 3 – One (1) original and zero (0) copies</td>
</tr>
<tr>
<td></td>
<td>4. One (1) thumb drive containing the contents of Binder 1 and Binder 2.</td>
</tr>
<tr>
<td></td>
<td>The original binders shall be marked “ORIGINAL”.</td>
</tr>
</tbody>
</table>
PROPOSAL FORMAT AND ORGANIZATION

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

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

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

<table>
<thead>
<tr>
<th>Yes / No</th>
<th>1. Offeror’s Company Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes / No</td>
<td>2. Offeror’s Company Past Performance/References</td>
</tr>
<tr>
<td>Yes / No</td>
<td>3. Proposed Key Personnel Past Performance/References</td>
</tr>
<tr>
<td>Yes / No</td>
<td>5. Proposed Project Plan</td>
</tr>
<tr>
<td>Yes / No</td>
<td>6. Samples of Work Products/Tools and Techniques</td>
</tr>
<tr>
<td>Yes / No</td>
<td>7. Cost</td>
</tr>
<tr>
<td>Yes / No</td>
<td>9. Financial Stability</td>
</tr>
</tbody>
</table>
APPENDIX E
LETTER OF TRANSMITTAL FORM

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

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

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

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

Name ________________________________________________________________
Title ________________________________________________________________
Telephone Number:________________________ Fax Number:________________________
Email Address:________________________________________________________________

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

Name ________________________________________________________________
Title ________________________________________________________________
Telephone Number:_______________________ Fax Number:________________________
E-Mail Address ____________________________________________________________

4. List Proposed Subcontractors: __________________________________________________

On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
I acknowledge receipt of any and all amendments to this RFP.
I agree that this proposal is binding and firm for a period of ninety (90) days after the due date for receipt of proposals.

_________________________________________________ _____________________, 20___
Name: (Type Name)

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _________________________________________________

Relation to Prospective Contractor: _____________________________________

Date Contribution(s) Made: ____________________________________________

Amount(s) of Contribution(s) __________________________________________
Nature of Contribution(s)  __________________________________________

Purpose of Contribution(s)  __________________________________________

(Attach extra pages if necessary)

__________________________________________  _______________________
Signature       Date

__________________________________________
Title (position)

--OR--

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

__________________________________________  _______________________
Signature       Date

__________________________________________
Title (Position)
APPENDIX G

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror’s experience relevant to the scope of work in an effort to establish Offeror’s responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to: Nicholas Reed, Chief Procurement Officer ASD.tiwaprocurement@state.nm.us by July 3, 2019 for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.
RFP 19-631-6001-00086
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, Department of Workforce Solutions via e-mail at:

Name: Nicholas Reed, Procurement Manager  
Address: 401 Broadway NE  
Albuquerque, NM 87102  
Telephone: (505) 841-8655  
Email: ASD.tiawaprocurement@state.nm.us

No later than July 3, 2019 and must not be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<table>
<thead>
<tr>
<th>Company providing reference:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name and title/position</td>
<td></td>
</tr>
<tr>
<td>Contact telephone number</td>
<td></td>
</tr>
<tr>
<td>Contact e-mail address</td>
<td></td>
</tr>
<tr>
<td>Project description;</td>
<td></td>
</tr>
<tr>
<td>Project dates (starting and ending);</td>
<td></td>
</tr>
<tr>
<td>Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);</td>
<td></td>
</tr>
</tbody>
</table>
QUESTIONS:

1. In what capacity have you worked with this vendor in the past? 
   COMMENTS:

2. How would you rate this firm's knowledge and expertise? 
   (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) 
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines? 
   (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) 
   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor? 
   (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) 
   COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff? 
   (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) 
   COMMENTS:
6. Who were the vendor’s principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

______ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: __________________________________________________________ Rating: ____

Name: __________________________________________________________ Rating: ____

Name: __________________________________________________________ Rating: ____

Name: __________________________________________________________ Rating: ____

Name: __________________________________________________________ Rating: ____

COMMENTS:  

7. How satisfied are you with the products developed by the vendor?

______ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:  

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:  


9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS: