REQUEST FOR PROPOSALS #20-631-1001-00031

SCIENCE TECHNOLOGY ENGINEERING and MATH (STEM) Talent Acquisition and Retention Strategy

PROGRAM YEAR 2019/FISCAL YEAR 2020

STATE OF NEW MEXICO

NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS

Date Issued: 6/17/19
Due Date: 7/30/19
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I. INTRODUCTION

A. PURPOSE

The State of New Mexico’s Department of Workforce Solutions (DWS) requests proposals for the establishment and management of a New Mexico Science Technology Engineering and Math (STEM) Recruitment and Retention program. The program is intended to connect highly-educated STEM college graduates and STEM professionals interested in building careers in New Mexico with representatives from business, educational entities, and economic sectors in the region. Proposals are being accepted from organizations described in Section 501(c) (3) of the Internal Revenue Code of 1986 and exempt from taxation pursuant to Section 501(a) of that code, and entities which qualify as a Tribe or an instrumentality of state or local government. The 2019 State Legislature appropriated $145,000 for the Science Technology Engineering and Math (STEM) Act, all of which is available under this RFP.

B. SUMMARY SCOPE OF WORK

The scope of work consists of non-profit and/or tribal Program Administrators to provide consultation to develop a capacity study to address challenges in STEM talent attraction from students and professionals who have left New Mexico and are interested in returning to New Mexico; and outlining the challenges faced by state and regional employers in recruiting talent. The goal of this project is to fill important informational gaps that will be the basis of knowledge to develop a talent attraction and recruitment program for the State of New Mexico. The initial phase of the project will involve in-depth discovery. The second phase includes the development of an action plan necessary for the launch of a robust talent attraction and retention program with the potential for a small demonstration or pilot project. This project will be done consistent with State Legislation, HB 548 enacted July 1, 2019, Sections “58-30-1 to 58-30-13” NMSA 1978 (being Laws 2003, Chapter 362, as amended.) Total funding available for this project is $145,000. The project must be completed by June 30, 2020. Any funds not expended under this award will be reverted to the state general fund.

Project Description: The selected proposal will address the following objectives and activities:

Phase One:

1. A comprehensive study supported with relevant data and supporting research that informs why STEM professionals and students are leaving the state after graduation. Information from this study will create the basis of knowledge and justification for a STEM talent acquisition and recruitment program for the state.

2. The project will include focus groups of college career professional, including college career center directors, professors and alumni association directors. These focus groups will explore perceptions of the state, resource gaps that affect the retention of college students, and other unknown needs that influence the trend of “brain drain” of STEM professionals statewide. Opportunity for partnership with the economic and workforce development agencies will be sought during these sessions.

3. Additionally, the project will be requiring a minimum of 25 in-depth interviews with human resource directors and/or other corporate interests statewide. These interviews will be held with diverse set of businesses including representatives of skilled
manufacturers, life sciences and health care, emerging technology and information technology, as well as other high-wage service sector industries. These interviews will seek insights from professional audiences on the difficulties in attracting talent, successful markets for attraction by geographies, age groups or characteristics such as “boomerang” or “home comers”, alumni, or other characteristics, and other observations to guide development of an on-going talent attraction and retention program of work that integrates with DWS systems.

**Phase Two:**

1. The project will design, develop and propose a collaborative content development and social strategy for a new comprehensive digital platform which can integrate with NMDWS systems to drive economic development by retaining and attracting talent to New Mexico.
2. Activities include development of an interactive platform, including a landing page and website to facilitate relationship building and statewide information sharing on employment,” things to do” places to live, educational institutions as well as existing opportunities that can potentially make a positive impact on their lives.
3. Development of a tool for people to securely connect to each other via text to learn more about the state, ask questions, get tips or receive any other relevant information.
4. Develop an engaging, partner and user generated social, marketing and content development strategy to promote the platform as well as existing program resources.

**C. SCOPE OF PROCUREMENT**

The scope of the procurement is for the establishment, operation, and management of a Recruitment and Retention program of one or more STEM Programs within the State of New Mexico. The initial contract shall begin on August 15, 2019 or as soon as possible thereafter, and end on June 30, 2020. This procurement may result in multiple source awards.

**D. PROCUREMENT MANAGER**

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Nicholas Reed, CPO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Name:</td>
<td>New Mexico Department of Workforce Solutions</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>401 Broadway Blvd NE, P.O. Box 1928</td>
</tr>
<tr>
<td></td>
<td>Albuquerque, NM 87103</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(505)841-8655</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:asd.tiwaprocurement@state.nm.us">asd.tiwaprocurement@state.nm.us</a></td>
</tr>
</tbody>
</table>

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement.

**E. DEFINITIONS OF TERMINOLOGY**
This section contains definitions and abbreviations that are used throughout this procurement document.

“Act” refers to the Stem Act, NMSA 1978 §58-30-1, et seq.

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

“Allowable Use” means a use that complies with the provisions of the STEM Act, or rules adopted pursuant to that act.

“Authorized Financial Institution,” means a financial institution authorized by the Agency.

“Budget Cost Categories” means the budget categories to be used for the STEM program. The cost categories include:

1. Administration/Program Cost Category. Administration/Program Cost Category means 15% of the budget costs associated with administering the program.

2. Reserve Funds Cost Category. Reserve Cost Category means 85% of the budget identified fund set aside specifically for developing the STEM recruitment program.

“Close of Business” means 5:00 PM Mountain Daylight Time.

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

"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").

“Director” means the director of the Agency.

"DFA" means the Department of Finance and Administration for the State of New Mexico.“

“Eligible Individual” means a person who meets the criteria.

"Evaluation Committee" means a body appointed by the Agency management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee reporting the results of the evaluation and recommending which, if any, of the proposers should be offered contract awards. It contains all written determinations resulting from the procurement.

“
"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.

“Indirect Cost Rate” means an award component provided to help defray costs of agency overhead and grant administration. The amount of indirect cost awarded is usually derived from the “indirect-cost rate,” a prearranged, negotiated percentage of the direct cost award. Separate rates are negotiated with each agency or institution.

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

“Nonprofit Organization” means an instrumentality of the state or a local government or an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986 and exempt from taxation pursuant to Section 501(a) of that code.

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

“Pay Equity Initiative” means New Mexico Executive Order Number 2009-049, December 18, 2009. Contractors with less than ten employees are exempt from the reporting requirements unless eight or more individuals are in the same job classification. Contractors with eight or more employees in the same job classification are required to comply with the Executive Order. Reporting forms can be found at http://www.generalservices.state.nm.us/spd/pe10_249.pdf.

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

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

Responsive Offeror" means an eligible entity who submits a responsive proposal and who has furnished, when required, information and data to prove that the financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services 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.

"State Purchasing Agent" or "SPA" means the purchasing agent for the State of New Mexico or a designated representative.

“Tribe” means an Indian nation, tribe or pueblo located in whole or in part within New Mexico.
F. PROCUREMENT LIBRARY

The State Purchasing Agent has established an Internet Procurement Library. 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:

New Mexico State Purchasing Division includes links to Procurement Regulations and Request for Proposal – RFP instructions: www.generalservices.state.nm.us/spd

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue of RFP</td>
<td>Agency, State Purchasing</td>
<td>06/17/19</td>
</tr>
<tr>
<td>2. Distribution List Response</td>
<td>Potential Offerors</td>
<td>07/08/19</td>
</tr>
<tr>
<td>3. Deadline To Submit Additional Questions</td>
<td>Potential Offerors</td>
<td>07/11/19, 5 pm</td>
</tr>
<tr>
<td>(E-mail questions)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Response to Written Questions/RFP</td>
<td>Agency</td>
<td>07/15/19, 5 pm</td>
</tr>
<tr>
<td>Amendments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Deadline to Submit Proposals</td>
<td>Offerors</td>
<td>07/30/19, 2 pm</td>
</tr>
<tr>
<td>6. Proposal Evaluation</td>
<td>Evaluation Committee</td>
<td>08/01/19 to 08/04/19</td>
</tr>
<tr>
<td>7. Selection of Finalist(s)</td>
<td>Evaluation Committee</td>
<td>08/05/19</td>
</tr>
<tr>
<td>8. Best and Final Offers from Finalists</td>
<td>Offerors</td>
<td>08/06/19, 2 pm</td>
</tr>
<tr>
<td>9. Finalize Contract</td>
<td>Agency/Offerors</td>
<td>08-07-19 and 08/19/19</td>
</tr>
<tr>
<td>10. Contract Award</td>
<td>State Purchasing Agent</td>
<td>08/20/19</td>
</tr>
<tr>
<td>11. Protest Deadline</td>
<td>Offerors</td>
<td>15 Days after the Contract Award</td>
</tr>
</tbody>
</table>

B. EXPLANATION - SEQUENCE OF EVENTS

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

1. Issue of RFP

The New Mexico Department of Workforce Solutions (DWS) is issuing this RFP.
2. **Distribution List Response Due**

Potential Offerors should hand deliver or by registered or certified mail or via facsimile, the "Acknowledgement of Receipt Form" that accompanies this document (Appendix A) to have their organization placed on the procurement distribution list. The form must be signed by an authorized representative of the organization, dated and returned by close of business on **July 8, 2019**.

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 5:00 pm Mountain Daylight Time on **July 11, 2019**. All written questions must be e-mailed 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 [https://www.dws.state.nm.us/en-us/Business/Procurement/Active-Bids-and-Proposals](https://www.dws.state.nm.us/en-us/Business/Procurement/Active-Bids-and-Proposals) by close of business, 5:00 pm, on **July 15, 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. **Deadline to Submit Proposals**

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER NO LATER THAN 4:00 pm MOUNTAIN DAYLIGHT TIME ON July 30, 2019.**

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Individual Development Account Act Services Request for Proposals. Proposals submitted by facsimile or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing potential Offerors’ during the negotiation process. The negotiation process is deemed to be in effect from the time of receipt of Offerors’ proposals until the contract(s) awarded pursuant to this Request for Proposals has been fully executed.

6. **Proposal Evaluation**

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place between **August 1, 2019 and August 4, 2019**. During this
time, the Procurement Manager may ask written questions of Offerors who submit 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 may offer Finalists interviews to expand or clarify issues resulting from evaluation of the proposal. The Procurement Manager will notify the finalist Offerors **August 5, 2019**. Only finalists will be invited to participate in the subsequent steps of the procurement.

8. **Best and Final Offers from Finalists**

Finalist Offeror(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by **NO LATER THAN 2:00 pm MOUNTAIN DAYLIGHT TIME August 6, 2019**. Best and final offers may be clarified and amended at the finalist offeror’s oral presentation/demonstration.

9. **Finalize Contract**

The contract(s) will be finalized with the selected Offeror(s) between **August 7 and August 19, 2019**. In the event that mutually agreeable terms cannot be reached within the timeframe specified, the Agency reserves the right to finalize a contract with the next ranked Offeror(s) without undertaking a new procurement process.

10. **Contract Award**

After review of the Evaluation Committee Report and the signed contract(s), the Agency will award the contract(s) on or about **August 20, 2019** or as soon thereafter as possible. This date is subject to change at the discretion of the Agency.

Proposals shall be scored and ranked in accordance with the evaluation factors set forth in this RFP. Offerors recommended for contract award may or may not have received the highest number of points.

Contracts will be awarded based upon availability of funds. The award(s) is/are subject to appropriate Agency and State approvals.

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. On the day following the Contract award responsive Offerors shall have a fifteen (15) day protest period which will end as of 5:00 PM Mountain Daylight Savings Time on the fifteenth day. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested. The protest must clearly identify STEM Act RFP, and the protest must be delivered to the Chief Procurement Officer.

Name: Nicholas Reed, Chief Procurement Officer  
Agency Name: New Mexico Department of Workforce Solutions  
Mailing Address: 401 Broadway Blvd NE, P.O. Box 1928, Albuquerque, NM 87103  
Phone Number: (505) 841-8655
PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, 1.4.1. NMAC.

1. Acceptance of Conditions Governing the Procurement

Offerors must 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. Offeror’s Responsibility

Any contract that may result from this RFP shall specify that the Offeror is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the Offeror.

4. Subcontractors

Use of subcontractors is allowed and must be clearly explained in the proposal. Each subcontractor must be identified by name. The Offeror 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 must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Agency personnel will not merge, collate, or assemble proposal materials.

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 notice of withdrawal signed by the Offeror’s duly authorized representative addressed to the Procurement Manager. The approval or denial of a notice of withdrawal 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 the receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is invited.

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 the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. PLEASE NOTE: 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 Procurement Manager 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

Unless a valid written contract is awarded and approved by the appropriate authorities this RFP does not obligate the State of New Mexico or any of its agencies to use any of the services offered by any offeror.

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. Adherence to General Requirements

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

13. Governing Law
This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. **Basis for Proposal**

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

15. **Contract Terms and Conditions**

Successful Offerors will be required to enter into a contract with the Agency (See Appendix B, Contract Terms and Conditions). The Agency may negotiate with a successful Offeror provisions in addition to those contained in this RFP and those in Appendix B, "Contract Terms and Conditions." The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal (including any Best and Final offers) will be incorporated into and become part of the contract.

16. **Offeror's Terms and Conditions**

Proposals must contain a complete set of any additional terms and conditions and/or alternative language which they wish to have considered in a contract negotiated with the Agency. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. 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.

17. **Contract Deviations**

Any additional terms and conditions or alternative language, 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 meet 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.
19. **Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities in submitted proposals. 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 the contractor to change the representatives assigned to work with the Agency if the assigned representatives are not, in the opinion of the Agency, adequately meeting its needs.

21. **Notice**

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

22. **Agency Rights**

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

23. **Right to Publish**

Potential Offerors and subcontractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

24. **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.

25. **Electronic Mail Address Requirement**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a functioning e-mail address and contact person to receive this correspondence.

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

This RFP is also 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.
27. **New Mexico Employees Health Coverage Form (Pass/Fail)**

The Offeror must agree with the terms and submit a signed New Mexico Employee Health Coverage Form with the submittal of their proposal (See Appendix H)

28. **Campaign Contribution Disclosure Form (Pass/Fail)**

The Offeror must complete and include the Campaign Contribution Disclosure Form with the submittal of their proposal (See Appendix E)

29. **Pay Equity (Pass/Fail)**

As Defined in Section IE, Introduction/Definitions and Section II B, of this proposal, Offeror’s must agree to meet the requirement. A statement of concurrence must be included in the Offeror’s response to the RFP.

30. **Resident Business or Resident Veterans Preference Certification**

To ensure adequate consideration and application of 13-1-21 NMSA (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for Resident Veterans Certification, the attached certification Form (Appendix J) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

### III. RESPONSE FORMAT AND ORGANIZATION

**A. NUMBER OF RESPONSES**

Offerors may submit only one (1) proposal.

**B. NUMBER OF COPIES**

Offerors shall deliver four (4) proposals, one (1) original and three (3) identical hard copies, (labeled Binder #1) of the proposal to the location specified in Section I, Paragraph D 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 Drive containing the entire Proposal.

**C. PROPOSAL FORMAT**

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

1. **Proposal Organization**

The proposal must be organized and indexed in the following format and must contain, at a minimum,
all listed items in the sequence indicated. (Binders #1, #2, and optional #3 must each be physically separate.)

Binder #1

(a) Signed Letter of Transmittal
(b) Table of Contents
(c) Proposal Summary (optional)
(d) Organization Experience
(e) Management and Personnel Structure/Links
(f) Financial Control Systems
(h) Project Plan

(h) Binder #2

(a) Budget (Budget Planning Summary for Contract Amount)
(b) Response to Agency Terms and Conditions
(c) Offeror’s Additional Terms and Conditions
(d) Campaign Contribution Disclosure Form (Appendix E)
(e) Documentation of:
   i. Non-Profit Section 501(a) and 501(c)(3) of the Internal Revenue Code of 1986
   ii. Tribal Status, or
   iii. Instrumentality of state or local government

Binder #3 (Optional)

Other Supporting Material, Samples or Examples

Within each section of the proposal, Offerors must address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed, signed as appropriate, and included in the appropriate section of the proposal.

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

A 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.

Offerors may attach other materials that they feel may improve the quality of their responses. These materials must be included in Binder #3 but will not be used in the evaluation process.

2. Letter of Transmittal

A letter of transmittal form (Appendix I) must accompany each proposal that:
   (a) Identifies the submitting organization;
   (b) Identifies the name, title, telephone and fax numbers, and e-mail address of the person for communication regarding the proposal;
Explicitly indicates acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1.;
(d) Is signed by a person authorized to legally represent and contractually obligate the organization; and
(e) Acknowledges receipt of any and all amendments to this RFP.

IV. SPECIFICATIONS

Unless otherwise stated, Offerors must provide a thorough narrative response to each mandatory specification. The narratives, along with required supporting materials, will be evaluated and awarded points accordingly.

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 upon contract execution (finalized).

B. MANDATORY SPECIFICATIONS

1. Organization Experience

(a) Offerors must describe their specific experience, expertise, and that of their subcontractors, as a provider of the program. Special emphasis should be placed on their experience with providing service/programs and obtaining funds for that purpose.

(b) Proposals must include:

   i. Three (3) current external references for which the Offeror provided similar program services. Any current or former employees of the Department of Workforce Solutions shall not be used as a reference; and
   ii. One (1) reference for each proposed subcontractor.

The minimum information that must be provided for each reference is:

   i. Name of entity that services were provided for;
ii. address, telephone number and (if available) e-mail address of entity;
iii. name and title of contact person;
iv. telephone number and e-mail address of contact person;
v. type of services and dates services were provided;
vi. Performance requirements/measurements achieved if applicable.

2. Management and Personnel Structure/Links

(a) Offerors must submit a detailed functional description of the structure of their organization and an organization chart. This must include identifying and including a detailed functional description of staffing to be assigned to manage and monitor the Program.

(b) Offerors must submit experience narratives/resumes describing the specific relevant experience of the staff members assigned to implement, manage and monitor the contract.

3. Financial Control Systems

(a) Offerors must submit samples of current financial and/or statistical reports being generated, if any, for other similar programs. The STEM program requires reporting quarterly and annually. Offerors must describe how this will be accomplished.

(b) Offerors must submit a detailed description of the internal controls the Offeror will put in place to assure the financial integrity of this program.

(c) Offerors must submit copies of the previous two (2) years (2017 and 2018) audits. If Unavailable, offeror must explain why they are unavailable.

4. Project Plan

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

(a) An overview of how the program will be rolled out, managed and monitored for performance;
(b) calendar timeline for proposed services of program participants;
(c) calendar timeline and plan for funds to be encumbered;
(d) a complete description of outreach activities and target markets, including counties.
(e) Geographic areas to be served that meets geographic diversity;
(f) 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;
(g) a description of Offeror’s and/or subcontractor’s facilities where services will be provided, paying special attention to ADA federal requirements;
(h) Explanation of how the Offeror will track and report the results of these participants.

5. Program Targets

Offeror must complete and include the Program Target Form (Appendix G).
6. Other Requirements

(a) Offerors must provide copies of appropriate documentation or certification(s) which provide proof of their status as an eligible provider; a copy of non-profit determination status which qualifies the proposer as a tax exempt, not-for-profit organization under Section 501(a) and 501(c)(3) of the Internal Revenue Code of 1986 or verification of tribal status.

(b) Offerors must agree to perform the Scope of Work at (Appendix D) if awarded a contract. A statement of concurrence is required.

(c) Offerors must agree to attend and participate in the Oral Presentation (as necessary), if selected as a finalist. A statement of concurrence is required.

(d) Offeror must certify that no officer of the submitting organization or any subcontractor has ever been convicted, in any state, of a felony crime. A statement so certifying is required.

(e) Offeror must complete and include the Campaign Contribution Disclosure Form (Appendix E) as part of their proposal. Failure to provide an original, signed copy of the Campaign Contribution Disclosure Form will result in immediate disqualification of the proposal.

(f) Offeror must agree to meet or exceed the performance goals/measures provided at (Appendix F). A statement of concurrence is required. (Failure to achieve the performance measures may result in contract cancellation.)

(g) Pay Equity as defined in Sec 1E and Sec IIB, of this proposal, Offeror’s must agree to meet the requirement. A statement of concurrence must be included in the Offeror’s response to the RFP.

(h) New Mexico Employees Health Coverage Form

The Offeror must agree with the terms and submit a signed New Mexico Employee Health Coverage Form with the submittal of their proposal (See Appendix H)

7. Budget

Offerors must propose one clearly defined firm, fixed cost budget. Offerors must include a breakdown in the following areas:

(a) Administrative funds requested and a detailed description of how these funds will be spent. (Refer to “Definitions”).

(b) Program funds requested and a detailed description of how these funds will be spent. (Refer to “Definitions”).

(c) Under all circumstances, Offerors must designate at least 85% of the budget to providing services directly to program participants, with the remaining 15% of the budget costs allocated to administering the program.

(d) Any additional information, such as: non-state budgeted funds (not-reimbursable by state), is helpful to the Agency in evaluating the Offeror’s budgetary proposal.

(e) Budget Planning Summary and Narrative (Appendix C) pages 1 & 2 must be completed and included in the proposal.

V. EVALUATION

A. EVALUATION POINT SUMMARY
The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

FACTOR | POINTS AVAILABLE
--- | ---
1. Organization Experience | 250
2. Management and Personnel Structure/Links | 150
3. Financial Control Systems | 175
4. Project Plan | 375
5. Other Requirements (Pass/Fail only) | 00
6. Budget | 50

Total | 1,000

**B. EVALUATION FACTORS AND POINT SUMMARY**

**MANDATORY ITEMS:**

NOTE: Failure to include the following Mandatory Items will result in immediate disqualification of the proposal.

- Offerors must provide copies of appropriate documentation or certification(s) which provide proof of their status as an eligible provider to include documentation of the status. Copy of non-profit determination status which qualifies the proposer as a tax exempt, not-for-profit organization under Section 501(a) and 501(c)(3) of the Internal Revenue Code of 1986 or verification of tribal status.
- Offeror must certify that no officer of the submitting organization or any subcontractor has ever been convicted, in any state, of a felony crime.
- Offerors must provide an original, signed copy of the Campaign Contribution Disclosure Form (Appendix E) as part of their proposal.
- Offeror’s response must include statement of agreement to Pay Equity as defined in Sec IEF and Sec IIIB, of this proposal.
- Offerors must provide a signed New Mexico Employee Health Coverage Form (Appendix H) as part of their proposal.

Points will be awarded on the basis of the following listed factors which are the maximum attainable in each area:

1. **Organization Experience (250 points)**
The Offerors/organization program experience including all subcontractors will be evaluated based upon the depth and breadth of documented experience and performance on similar projects.

2. **Management and Personnel Structure/Links (150 points)**

Points for management and personnel structure will be awarded based upon an evaluation of the efficient operation and adequately staffed and managed organization of the Offeror. Attention will be paid to each staff member’s experience as it relates to their role and the needs of this contract as well as links to the community and the effectiveness of these structures.

3. **Financial Control Systems (175 points)**

Points for financial control systems will be awarded based on an evaluation of the effectiveness of the Offeror’s ability to maintain financial integrity of their own internal operation as well as the STEM program.

4. **Project Plan (375 points)**

Points will be awarded for this evaluation factor based upon the quality, reasonableness, thoroughness and likelihood of success of the project plan.

5. **Other Requirements (0 points, Pass/Fail only)**

Each requirement is mandatory and is judged as pass or fail only. Any single failure will result in the disqualification of the proposal.

6. **Budget (50 points)**

The evaluation of each Offeror's budget proposal will be conducted based on the completeness, reasonableness and accuracy of the submitted information.

**Resident Business or Resident Veterans Preference Certification**

To ensure adequate consideration and application of 13-1-21 NMSA (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for Resident Veterans Certification, the attached certification Form (Appendix J) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

**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 at any point in the evaluation process will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.

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

4. Responsive proposals will be evaluated based on the factors in Section V that have been assigned a point value.

5. Proposals shall be scored and ranked in accordance with the evaluation factors set forth in this RFP. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
APPENDIX A

REQUEST FOR PROPOSAL
RFP# 20-631-1001-00031
Program Year 2019-2020
ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal, the undersigned offeror agrees that the offeror has received a complete copy, beginning with the title page and table of contents, and ending with Appendix J, Resident Veterans Preference Certification consisting of ___ pages.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on July 8, 2019. Only potential Offerors who elect to return this completed form 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: __________________________________________

CONTACT PERSON: __________________________________________

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.

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

Mail, hand deliver or facsimile to ensure receipt by July 8, 2019 to DWS:

Name: Nicholas Reed, CPO
Agency Name: New Mexico Department of Workforce Solutions
Mailing Address: 401 Broadway Blvd NE, P.O. Box 1928
               Albuquerque, NM 87103
Phone Number: (505)841-8655
E-mail: asd.tiwaprocurement@state.nm.us
APPENDIX B

Contract Terms and Conditions

STATE OF NEW MEXICO

New Mexico Department of Workforce Solutions
PROFESSIONAL SERVICES CONTRACT # 20-631-1001-00031

THIS AGREEMENT is made and entered into by and between the State of New Mexico, New Mexico Department of Workforce Solutions, hereinafter referred to as the "Agency" and [insert name] CONTRACTOR, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq; and Procurement Code Regulations, NMAC 1.4.1 et. seq; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work.

Phase One:

3. A comprehensive study supported with relevant data and supporting research that informs why STEM professionals and students are leaving the state after graduation. Information from this study will create the basis of knowledge and justification for a STEM talent acquisition and recruitment program for the state.

4. The project will include focus groups of college career professionals, including college career center directors, professors and alumni association directors. These focus groups will explore perceptions of the state, resource gaps that affect the retention of college students, and other unknown needs that influence the trend of “brain drain” of STEM professionals statewide. Opportunity for partnership with the economic and workforce development agencies will be sought during these sessions.

5. Additionally, the project will be requiring a minimum of 25 in-depth interviews with human resource directors and/or other corporate interests statewide. These interviews will be held with diverse set of businesses including representatives of skilled manufacturers, life sciences and health care, emerging technology and information technology, as well as other high-wage service sector industries. These interviews will seek insights from professional audiences on the difficulties in attracting talent, successful markets for attraction by geographies, age groups or characteristics such as “boomerang” or “home comers”, alumni, or other characteristics, and other observations to guide development of an on-going talent attraction and retention program of work that integrates with DWS systems.
Phase Two:
5. The project will design, develop and propose a collaborative content development and social strategy for a new comprehensive digital platform which can integrate with NMDWS systems to drive economic development by retaining and attracting talent to New Mexico.
6. Activities include development of an interactive platform, including a landing page and website to facilitate relationship building and statewide information sharing on employment,” things to do” places to live, educational institutions as well as existing opportunities that can potentially make a positive impact on their lives.
7. Development of a tool for people to securely connect to each other via text to learn more about the state, ask questions, get tips or receive any other relevant information.
8. Develop an engaging, partner and user generated social, marketing and content development strategy to promote the platform as well as existing program resources.

2. Performance Measures, default by Contractor.

Contractor shall substantially achieve performance measures set forth in Attachment 1. Contractor performance will be reviewed on a quarterly basis, with on-site monitoring scheduled periodically. In the event the Contractor fails to obtain the results described in Attachment 1, the Agency will provide written notice to the Contractor of the findings and specify a reasonable period of time in which the Contractor shall take corrective action and establish a timetable to accomplish such corrective action. Nothing in this subparagraph shall be construed to prevent the Agency from exercising its right pursuant to Paragraph 4 below.

3. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work and Performance Measurements requirements, an amount not to exceed the amount identified in the final contract award. Gross receipts taxes are excluded from this contract due to the tax-exempt status of program administrators.

B. The Agency shall pay the Contractor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder.

C. Within fifteen days after the date the Agency receives written notice from the Contractor that payment is requested for services the Agency shall issue a written certification of complete or partial acceptance or rejection of the services. If the Agency finds that the services are not acceptable, it shall, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services along with details of how the Contractor may proceed to provide remedial action. Upon certification by the Agency that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
4. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION. This Agreement shall terminate on June 30, 2020, unless terminated pursuant to paragraph 4, infra, or paragraph 5. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

5. **Termination.**

a. **Termination.**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) 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. This Agreement may be terminated immediately upon written notice to the Contractor, if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph 6 herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.

b. **Response to Termination**

Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and [client records generated under this Agreement] and any non-expendable personal property or equipment purchased by the Contractor with contract funds is the property of the Agency and shall be submitted to the agency as soon as practicable upon termination of this contract. On the date the notice of termination is received, the Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Contractor; the property listed in the inventory report including 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.

6. **Appropriations.**

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

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico.

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 the prior written approval of the Agency. The RFP allows Offeror’s to describe coordination with other agencies and is allowed to subcontract out portions as described in the RFP.


The Contractor shall not subcontract any portion of the services to be performed under this Agreement that are not included within the submitted proposal, without the prior written approval of the Agency.


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

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency. The Contractor is required to obtain written release of information authorization from program account holders for the sole purpose of enabling the Agency to develop required reports.

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

12. Product of Service -- Copyright.

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

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

14. Amendment.

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

15. Merger.

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

16. Penalties.

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

17. Equal Opportunity Compliance.

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

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement.


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


The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement’s term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement, and beyond this established time until any audit findings have been resolved to the satisfaction and acceptance of the State of New Mexico. The records shall be subject to inspection by the Agency, the Department of Finance and Administration, the State Auditor, or other designated agent. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not preclude the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Contractor receives federal funds subject to the Single Audit Act, the Contractor shall immediately submit to the Agency audit reports compiled by a certified public accountant in compliance with the Single Audit Act.


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

22. Use of State of New Mexico as a Party to Other Federal, State, Public, or Private Funding.

The Contractor shall not use this contract or program as a party to other federal, state, public, or private, or foundation grant application without the prior written approval of the Agency.

23. Acknowledgement of Recognition

The Contractor shall immediately notify the Agency of any award or recognition bestowed upon the Contractor for any program element associated with this contract. Appropriate public release of information regarding the program must acknowledge the State of New Mexico as the funding source and prime administrator of the State STEM program. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for grant application without the prior written approval of the Agency.


Payment provisions will be guided by New Mexico Department of Workforce Solutions policies.


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

To the Agency:
   New Mexico Department of Workforce Solutions
   401 Broadway NE, P. O. Box 1928
   Albuquerque, New Mexico 87103
   Attention: STEM program

To the Contractor: _______________________

26. Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

27. 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.

28. Enforcement of Agreement

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

29. 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 of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations, and executive orders of the Governor, 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 the contractor is found to be not in compliance with these requirements during the life of this agreement, the contractor agrees to take appropriate steps to correct these deficiencies.

31. Survival

The agreement paragraphs titled Indemnification and Limit of Liability shall survive the expiration of this
agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

32. Succession

This agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the State Purchasing Agent below.

By: ______________________________ Date: __________
Agency

By: ______________________________ Date: __________
Agency’s Legal Counsel – Certifying legal sufficiency

By: ______________________________ Date: __________
Agency’s Chief Financial Officer

By: ______________________________ Date: __________
Contractor

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

ID Number: 00-000000-00-0

By: ______________________________ Date: __________
Taxation and Revenue Department

This Agreement has been approved by State Purchasing Agent:

By: ______________________________ Date: __________
State Purchasing Agent
## INDIVIDUAL DEVELOPMENT ACCOUNTS ACT BUDGET

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<thead>
<tr>
<th>Administration &amp; Program</th>
<th>Administration &amp; Program Totals - Fund Budgeted Amount</th>
<th>Budget Narrative</th>
<th>Admin &amp; Program Totals Non-State Funds</th>
<th>Budget Narrative Non-State Funds (Not-reimbursable)</th>
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<tbody>
<tr>
<td>AP1 Staff Salary – Personnel Expenses</td>
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<tr>
<td>AP2 Benefits (Fringe Benefits: Includes FICA, WC, Leave, etc.)</td>
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<td>AP3 Travel (In-Out of State)</td>
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<td>AP4 Materials, Supplies and Equipment</td>
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<td>AP5 Facility Expenses</td>
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<td>AP6 Miscellaneous (Identify)</td>
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<td>AP7 Professional Services</td>
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<td>AP8 Education/Training</td>
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<td>AP10 Totals Administration/Program Expenses</td>
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APPENDIX D
Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either 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.
“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.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who 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 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: ________________________________

Relation to Prospective Contractor: ________________________________

Name of Applicable Public Official: ________________________________

Date Contribution(s) Made: ________________________________

Amount(s) of Contribution(s) ________________________________

Nature of Contribution(s) ________________________________

Purpose of Contribution(s) ________________________________

(Attach extra pages if necessary)

Signature __________________ Date __________________

Title (position) __________________

—OR—

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

Signature __________________ Date __________________

Title (Position) __________________
APPENDIX E

New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

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

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information http://insurenewmexico.state.nm.us/.

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

Signature of Offeror: ___________________________ Date __________
APPENDIX F

Letter of Transmittal Form

RFP#:________________________

Offeror Name:__________________________________________________________

Items #1 to #5 EACH MUST BE COMPLETED IN FULL

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

2. Identifies the offeror’s point of contact, including phone number(s) and email address(es) for communication regarding the proposal;

3. 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.

4. For the person authorized by the organization to contractually obligate and negotiate on behalf of this Offer:

   Name__________________________________________________________
   Title__________________________________________________________
   E-Mail Address__________________________________________________
   Telephone Number______________________________________________

5. Acknowledges receipt of any and all amendments to this RFP and acceptance of Evaluation Factors (√).
   ___ 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.

_________________________, 2019

Authorized Signature and Date (Must be signed by the person identified in item #4, above.)

Printed Name:__________________________________________________________
APPENDIX G

Resident Veterans Preference Certification

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans’ preference to this procurement:

Please check one box only

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

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 representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.