

**NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT
DISTRICT (NCNMEDD)**

REQUEST FOR PROPOSALS (RFP)

RFP# 2027-02

**State of New Mexico Government Results and Opportunity (“GRO”)
Programs and Projects
FY 2027 and 2028**



Released: September 25th, 2026

Deadline: **October 26, 2026**

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The North Central New Mexico Economic Development District (NCNMEDD) is seeking multiple New Mexico public entities and non-profit organizations to provide services and/or projects consistent with appropriations funded by the State of New Mexico Government Results and Opportunity (“GRO”) Program Fund through the General Appropriation Act of 2026 (HB 2).

B. BACKGROUND INFORMATION

NCNMEDD is a council of governments and a public entity within the State of New Mexico, serving the seven-county region of Santa Fe, Los Alamos, Rio Arriba, Taos, Mora, Colfax, and San Miguel.

Contracts resulting from this RFP will be funded by the State of New Mexico Government Results and Opportunity (“GRO”) Program Fund. GRO funds are subject to the accountability requirements of HB 158 (2026 Session), the New Mexico Constitution, Article IX, Section 14 (Anti-Donation Clause), NMSA 1978, Section 6-6-2, and the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

C. SCOPE OF PROCUREMENT

The Procuring Agency intends to make multiple awards under this Request for Proposals (“RFP”). It is anticipated that one award will be made for each appropriation listed in Section IV.A.: Detailed Scope of Work. Offerors may submit a proposal for more than one appropriation, and it is possible that one Offeror could receive more than one award.

D. PROCURMENT MANAGER

1. NCNMEDD has assigned a Procurement Manager who is responsible for the conduct of this procurement:

Name:	Danika Padilla
	Procurement Manager
Address:	NCNMEDD, 644 Don Gaspar, Santa Fe, NM 87505
Telephone:	(505)356-9600
Email:	contracts@ncnmedd.com

2. All deliveries of responses via express carrier must be addressed as follows (except for electronic submissions):

Name:	Danika Padilla, Procurement Manager
Reference:	RFP# 2027-02: State of New Mexico Government Results and Opportunity (“GRO”) Programs and Projects
Address:	NCNMEDD, 644 Don Gaspar, Santa Fe, NM 87505
Email:	contracts@ncnmedd.com

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other NCNMEDD employees or Evaluation Committee members do not have the authority to respond on behalf of the NCNMEDD. Requests, inquiries, or clarifications must be submitted in writing to the Procurement Manager.
4. **Protests of the solicitation or award must be delivered by mail to the Protest Manager identified in Section II.B.11.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

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

“**Agency**” means the North Central New Mexico Economic Development District.

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

“**Award**” means a letter of award issued by NCNMEDD.

“**Business Hours**” means 8:00 am through 5:00 pm Mountain Daylight Time.

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

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

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

“**Contractor**” means any business having a contract with a state agency or local public body.

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

“Desirable” the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted as an email submission with attached PDF(s) documents as described in this RFP.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

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

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“IT” means Information Technology.

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

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

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to entertain procurements.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“Request for Proposals (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 means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (e.g., “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.).

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
<i>1. Issue RFP</i>	<i>Agency</i>	<i>September 25, 2026</i>
2. Acknowledgement of Receipt	Potential Offerors	September 30, 2026
3. Deadline to Submit Questions	Potential Offerors	October 5, 2026
4. Response to Written Questions	Procurement Manager	October 12, 2026
<i>5. Submission of Proposal</i>	<i>Potential Offerors</i>	<i>October 26, 2026</i>
6. Proposal Evaluation	Evaluation Committee	October 27, 2026 - November 9, 2026
7. Selection of Finalists	Evaluation Committee	November 13, 2026
8. Finalize Contractual Agreements	Agency/Finalist Offerors	November 13-20, 2026
9. Contract Award	Agency/ Finalist Offerors	November 23, 2026
10. Protest Deadline	Agency	December 7, 2026

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of NCNMEDD on **September 25, 2026**.

2. Optional Acknowledgement of Receipt

Potential Offerors may hand deliver, e-mail, or send by registered or certified mail the Acknowledgement of Receipt of Request for Proposals Form (APPENDIX A) that accompanies this document, 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 to the Procurement Manager by 5:00 pm Mountain Daylight Time (MDT) on **September 30, 2026**. The procurement distribution list will be used for the distribution of written responses to questions and any other notifications regarding the procurement.

3. Deadline to Submit Written Questions

Potential Offerors may email written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 pm MDT on **October 5, 2026**. All written

questions must be addressed to the Procurement Manager. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to all written questions will be emailed on **October 12, 2026** to all potential Offerors whose organization name appears on the procurement distribution list.

5. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 pm MOUNTAIN DAYLIGHT TIME ON **OCTOBER 26, 2026**. **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 or emailed to the Procurement Manager as shown in Section I.D.1 Hard copy proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP# 2027-02: State of New Mexico Government Results and Opportunity (“GRO”) Programs and Projects. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Offerors that submit proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the Protest Deadline of **December 7, 2026**. Awarded in this context means a letter of award issued by the Agency.

6. Proposal Evaluation

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

7. Selection of Finalists

The Evaluation Committee will select the finalist or finalists and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration may be determined at this time.

8. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II.A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Agency. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the Agency reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II.A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Agency.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the Agency taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate approval.

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Daylight Time on **December 7, 2026**. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted. The protest must be delivered to:

Monica Abeita, Protest Manager at NCNMEDD
644 Don Gaspar
Santa Fe, NM 87505
contracts@ncnmedd.com

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II of this RFP, by completing and signing APPENDIX B: Letter of Transmittal Form.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

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. The Agency personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

- a. Proposals will be kept confidential until the Protest Deadline of **December 7, 2026**. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.
- b. 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.
- c. Confidential data is restricted to:
 - i. Confidential financial information concerning the Offeror's organization; and
 - ii. Information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - iii. 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 Agency 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 RFP in no manner obligates the Agency to the use of any Offeror's services until a valid written contract is awarded and approved by 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 Agency.

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 terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient

appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied, in writing, by the Agency 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 G: Sample Contract. However, the contracting Agency reserves the right to negotiate provisions in addition to those contained in this Sample Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

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

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

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

If an Offeror fails to propose any alternate terms and conditions during the procurement process, no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the

procurement process is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

16. Contract Deviations

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

17. Offeror Qualifications

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

18. Right to Waive Minor Irregularities

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

19. Change in Contractor Representatives

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

20. Notice of Penalties

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

21. Agency Rights

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

22. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any

information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

23. Ownership of Proposals

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

24. Confidentiality

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

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

25. Electronic mail address required

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

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Agency, the Offeror acknowledges that the version maintained by the Agency shall govern.

27. New Mexico Employees Health Coverage

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

<https://bewellnm.com>.

- d. 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.

28. Pay Equity Reporting Requirements

- a. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- b. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- c. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- d. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

29. Disclosure Regarding Responsibility

- a. Any prospective Contractor and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with the agency for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - i. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - ii. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

- The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - Violation of Federal or state antitrust statutes related to the submission of offers; or
 - The commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
- iii. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
- iv. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
- The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- b. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- c. The Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- d. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- e. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

- f. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Agency. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Agency may terminate the involved contract for cause. Still further the Agency may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Agency.

30. Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), Offeror must submit, with its proposal, a copy of its valid:

- New Mexico/Native American Resident Preference Certificate
or
- New Mexico/Native American Resident Veteran Preference Certificate

Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue at:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors may submit proposals for one or more appropriations listed in Section IV.A: Detailed Scope of Work.

B. NUMBER OF COPIES

Hard Copy Responses: Offeror may submit one hard copy proposal. Hard copies must be typewritten on standard 8 ½ x 11-inch paper.

Or

Electronic Responses: Offeror may submit a proposal via email provided that all proposal contents are included in a single .pdf attachment.

Proposals must be received no later than Deadline, 5:00 pm MDT, October 26, 2026.

C. PROPOSAL FORMAT

All proposals must contain the following items in order shown below:

ITEM	OPTIONAL OR REQUIRED	DIRECTIONS
Cover Letter	Optional	Provide a letter on company letterhead summarizing the proposal and stating Offeror's interest in the Scope of Work.
Proposed Program and Services	Required	Fill out APPENDIX D
Narrative	Required	Provide a narrative addressing all items listed in Section IV.B.
Financial Statements	Required	Provide documents required to determine Offeror's financial stability, as described in Section IV.D.
APPENDIX A: Acknowledgement of Receipt	Optional	Fill out, sign and date APPENDIX A to be placed on the procurement distribution list and to receive notifications regarding RFP# 2027-02.
APPENDIX B: Transmittal Form	Required	Fill out, sign and date APPENDIX B
APPENDIX C: Minimum Qualifications & Requirements	Required	Fill out, sign and date APPENDIX C
APPENDIX E: Cost Information	Required	Fill out, sign and date APPENDIX E
APPENDIX F: Campaign Contribution Form	Required	Fill out, sign and date APPENDIX F
APPENDIX G: References	Required	Send APPENDIX G to three references. References must email responses to the Procurement Manager by the deadline.
APPENDIX H: Sample Contract	Optional	Indicate alternate terms and conditions requested, if any.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

The North Central New Mexico Economic Development District (NCNMEDD) is seeking multiple New Mexico public entities and non-profit organizations to provide services and/or projects consistent with the following appropriations funded by the State of New Mexico Government Results and Opportunity (“GRO”) Program Fund through the General Appropriation Act of 2026 (HB 2). It is anticipated that one award will be made for each appropriation listed below. Offerors may submit a proposal for more than one appropriation, and it is possible that one Offeror could receive more than one award.

NCNMEDD will make awards under this RFP for the individual appropriations listed below for which responsive proposals are received. Lack of a proposal or a responsive proposal for one appropriation shall not hold back awards for the other appropriations. NCNMEDD may issue a subsequent RFP for any appropriations for which proposals or responsive proposals are not received.

Appropriation Number	Appropriation Amount	Appropriation Language
26-KD102	\$150,000	To support operations for individual peer support evidence-based practices, case management and food programs for unhoused people in Rio Arriba County.
26-KD103	\$150,000	To provide support for programs providing healthy meals to at-risk and low-income children, youth and families in Rio Arriba County.
26-KD106	\$150,000	For programmatic costs and resources for programs to support individuals with developmental and intellectual disabilities in Rio Arriba County.
26-KD093	\$150,000	For economic mobility and workforce stability programs for workers in northern New Mexico.
26-KD098	\$180,000	For operational expenses in San Miguel and Torrance counties for entities addressing food insecurity and homelessness.
26-KD107	\$180,000	To support community programming and library services in San Miguel County with program support and operational expenses, including salaries, program expenses, equipment and related expenses.
26-KD112	\$150,000	For a New Mexico entity for programs within living history museums in Santa Fe County.
26-KD113	\$180,000	For operating costs associated with statewide programs that increase the number of affordable housing units while reducing the number of vacant and abandoned homes.
26-KD111	\$180,000	For a program to support social-emotional learning, academics, attendance and family engagement at middle and high schools in Santa Fe Public Schools.
26-KD115	\$180,000	To provide targeted civil legal services and workforce stabilization support for hospitality workers in Taos County to strengthen employee retention and support a stable, skilled hospitality workforce.

Appropriation Number	Appropriation Amount	Appropriation Language
26-KD109	\$180,000	To provide targeted civil legal services and workforce stabilization support for hospitality and early childcare workers in Santa Fe County to strengthen employee retention and support a stable, skilled hospitality and early childcare workforce.
26-KD110	\$180,000	For a mobile outreach program for the delivery of free learning in rural, tribal and areas of need in Santa Fe County for at-risk children from birth to age four.
26-KD100	\$360,000	To fund community-based projects in the north central region.

B. NARRATIVE

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

1. Offeror Experience and Qualifications

- a. Offeror shall cite projects it has completed for similar Scopes of Work and specifically detail its experience with and approach to the Detailed Scope of Work described in Section IV.A.
- b. Offeror must have a physical presence in northern New Mexico.
- c. If the Offeror is a non-profit, it shall provide a certificate of good standing from the New Mexico Secretary of State's office.

2. Project Team Resumes

Offeror shall provide resumes for all members of the project team and any subcontractors, if proposed. List professional affiliations, credentials and licenses for each team member, where applicable. The resumes shall emphasize experience with the Detailed Scope of Work and shall specify which team members will be physically present in northern New Mexico, including but not limited to the areas specified in the appropriation.

C. ORGANIZATIONAL REFERENCES

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX G, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Section I, Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before **October 26, 2026**, for inclusion in the evaluation process.

Organizational References that are not received or are not complete may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all

business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Paragraph C.18.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Client project manager name, telephone number, fax number and e-mail address.

D. FINANCIAL STABILITY

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K (if applicable), as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

The rest of this page left blank intentionally.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Criteria	Maximum Points
1. Proposed Program and Services (APPENDIX D)	20
2. Narrative a. Experience and Qualifications • Experience with similar Scopes of Work • Approach to the Detailed Scope of Work • Has a physical presence in northern New Mexico • Has a certificate of good standing if a non-profit b. Project Team Resumes	20 15
3. Organizational References (APPENDIX G)	15 (maximum of 5 points per reference)
4. Financial Stability	10
5. Cost Information (APPENDIX E)	20
6. Minimum Qualifications & Requirements (APPENDIX C)	Pass/Fail
7. Certificate of Good Standing from Secretary of State	Pass/Fail
8. New Mexico Preference Points (per Section II.C30) NM/Native American Resident Preference or NM/Native American Resident Veteran Preference	10 (only one shall apply)
Total Maximum Points	110

B. EVALUATION FACTORS

1. Proposed Program and Services

Points will be awarded based on how well the information in Appendix D fulfills the appropriation language.

2. Narrative

Points will be awarded based upon Offeror's 1) experience and qualifications, and 2) project team resumes. Maximum points awarded for each item are shown in Section V.A.

3. Minimum Qualifications & Requirements (APPENDIX C)

This section is required; no points are awarded.

4. Cost Information (APPENDIX E)

The evaluation of each Offeror's cost proposal will be conducted by awarding points for information provided by Offeror in APPENDIX E.

5. References (APPENDIX G)

Offerors should provide a minimum of three (3) references from construction clients within the last three (3) years. **Offerors shall send APPENDIX G: Reference Questionnaire, to three references. The references must mail or email their completed questionnaires directly to the Procurement Manager so that it is received by the deadline of October 26, 2026.** It is the Offeror's responsibility to ensure the completed forms are received on or before the deadline for inclusion in the evaluation process.

References that are not received or are not complete may adversely affect the Offeror's score in the evaluation process. The Evaluation Committee may contact any or all references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the references), in its evaluation of Offeror responsibility.

6. Other Required Forms

a. Transmittal Form

Offeror's proposal must include APPENDIX B: Transmittal Form, which must be completed and signed by an individual person authorized to obligate the company.

b. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return APPENDIX F: Campaign Contribution Disclosure Form, as a part of its proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification. This must be accomplished whether or not an applicable contribution has been made.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.

3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II.C.17.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value.

The rest of this page left blank intentionally.

APPENDIX A: OPTIONAL ACKNOWLEDGEMENT OF RECEIPT FORM

This form is optional but is required if you wish to receive notices associated with this RFP.

REQUEST FOR PROPOSAL RFP# 2027-02: State of New Mexico Government Results and Opportunity (“GRO”) Programs and Projects

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **September 30, 2026**. 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 written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED

BY: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____

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 Proposal.

Danika Padilla, Procurement Manager, contracts@ncnmedd.com
NCNMEDD, 644 Don Gaspar, Santa Fe, NM 87505

APPENDIX B: TRANSMITTAL FORM

REQUEST FOR PROPOSAL RFP# 2027-02: State of New Mexico Government Results and Opportunity (“GRO”) Programs and Projects

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL.
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE
DISQUALIFICATION OF OFFEROR’S PROPOSAL. DO NOT LEAVE ANY ITEM BLANK.
(N/A, None, Does not apply, etc. are acceptable responses.)

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

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

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

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

3. Use of subcontractors (Select one):

☐ No subcontractors will be used in the performance of any resultant contract, OR
☐ The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

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

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

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

APPENDIX C: MINIMUM QUALIFICATIONS & REQUIREMENTS

Offeror:

1. Agrees to perform the services required by RFP# 2027-02 and to adhere to all requirements, specifications, terms, and conditions of such RFP.
2. Certifies that it possesses professional liability insurance, in accordance with Section 8.I of 2.2.2 NMAC, covering any error or omission committed during the term of any contract awarded under this RFP.
3. Certifies that it will provide all reasonable and commercially accepted measures to ensure the security and confidentiality of information and data provided by NMAC.
4. Certifies that it is independent and 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 of services required under any contract entered into by NCNMEDD and the Offeror.
5. Certifies that it has a positive net worth as of the submission date of its proposal and that it shall maintain a positive net worth for the duration of any contract entered into with NCNMEDD.
6. Understands that NCNMEDD may request Offeror's recent years independently audited financial statements, as well as financial statements for the preceding three years if they exist, to confirm Offeror's financial stability, if those statements are not submitted in the Offeror's response to the RFP.
7. Certifies that it is good standing with federal and state entities and complies with Section II.C.29 of this RFP: Disclosure Regarding Responsibility, which outlines conditions that bar a Contractor and/or its Principals from entering into a contract for this RFP. Such conditions include, but are not limited to debarment, suspension, and conviction in a criminal matter. Please refer to Section II.C.29 for all conditions.
8. Agrees to use NCNMEDD's cloud-based system for draw down requests, expenditure documentation, and performance reporting.

By signing below, I certify that all information provided in Appendix C is true and correct.

Authorized Signature

_____, 20____
Date

APPENDIX D: PROPOSED PROGRAM AND SERVICES

1. Appropriation Number:_____

2. Target Population

Describe the specific group of individuals, households, or communities this program is designed to serve, as described in or reasonably inferred from the HB 2 appropriation language.

--

3. Program Activities and Uses of Funds

Identify which activities below you plan to undertake by describing, in Column C, how you will use the funds and how those uses relate to the appropriation language. Write N/A for activities you will not undertake.

COLUMN A Activity Term	COLUMN B Uses of Funds Included in the Activity	COLUMN C List/Describe Uses of Funds and their Relationship to the Appropriation Language
Programmatic costs and resources	Personnel, contracted services, program supplies, and operational costs directly tied to service delivery.	
Operational expenses	Utilities, rent, software, and recurring administrative costs allocable to the funded program.	
Staffing	Wages, salaries, and fringe benefits for staff whose time is directly allocable to program activities.	
Capacity building	Training, technical assistance, and systems development that strengthen the organization's ability to deliver the funded program.	
Community-based services	Direct service delivery to individuals or households within the defined service area.	

4. Service Delivery Modality and Geographic Area

Describe how services will be delivered (for example, in-person, virtual, or a combination) and the geographic area served. Any future change to the modality, target population, geographic area, or unit-cost methodology is a scope change requiring prior written approval from the LGD Division Director before related costs are incurred.

Manner of Service Delivery (In-Person, Virtual, Combination, etc):

Geography (Location/s where services are provided):

Other:

5. Capital Items (if applicable)

If the appropriation explicitly authorizes the purchase of equipment, vehicles, or other capital items, identify the specific asset or asset type named in the HB 2 language. If the appropriation is programmatic or operational in nature, capital purchases (unit cost \$5,000 or more) are not permitted under this award.

Capital items authorized under this appropriation (if any):

6. Anticipated Outputs and Outcomes

List the direct, countable products of program activities (Outputs) and the changes in condition, behavior, or status the program is designed to achieve (Outcomes). List at least one output and associated outcome.

Outputs	Outcomes

7. Accountability and Evaluation Reporting for Agreements of \$150,000 or Greater

If the appropriation or anticipated award is for \$150,000 or more, provide three to five performance measures with baselines and targets to be included in grantee's Annual Report.

Performance Measure	Baseline	Target

The rest of this page left blank intentionally.

APPENDIX E: COST INFORMATION

1. Budget by Category

Budget categories follow the federal object class categories used on SF-424A and in 2 CFR Part 200, so that a Grantee already budgeting to those categories for other awards can use the same structure here. Complete each applicable row. Leave a row blank if the category does not apply. Each line item must trace to the HB 2 appropriation language. FY 2027 is the first full fiscal year of the grant; FY 2028 is the second. Annual amounts should sum to the Total Project Cost. The total budget amount shall not exceed the appropriation amounts listed in Section IV(A) of this RFP.

Budget Category	Fiscal Year 2027 (ends 6/30/27)	Fiscal Year 2028 (ends 6/30/28)	Total
Personnel	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -
Subawards / Subgrants	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -

Budget Category	Definition
Personnel	Wages and salaries for staff whose time is directly allocable to program activities. Timesheets must reflect actuals each pay period.
Fringe Benefits	Employer share of benefits for the personnel charged above, at the Grantee's established rate.
Travel	Transportation, lodging, and per diem for staff traveling in direct support of program activities, at State rates.
Equipment*	Items with a unit cost of \$5,000 or more. Eligible only where the appropriation language expressly authorizes the purchase (see Section 4).
Supplies	Consumable program supplies, educational materials, printing, small tools, and items under \$5,000 per unit.
Contractual	Professional and contracted services procured under the State Procurement Code, including consulting, evaluation, legal, bookkeeping, and training.
Subawards / Subgrants	Pass-through funds to subrecipients that carry out a portion of the funded program under a subgrant agreement.
Construction	Not an eligible use of GRO funds. Purchase of real property or land is categorically ineligible.
Other	Utilities, rent and facility costs, software and technology subscriptions, training registration, and other direct costs allocable to the program.
*Capital Assets	A capital item is any item of equipment or property with a unit cost of \$5,000 or more and is budgeted under Equipment. If the appropriation language is programmatic or operational, no capital items may be budgeted. If the appropriation explicitly authorizes specific equipment or vehicles, capital purchases are eligible subject to price reasonableness documentation, an asset inventory, and use restrictions. Split purchases and functionally integrated systems are treated as a single asset.

2. Shared / Allocated Costs

If any budgeted cost is shared with another program or funding source, a Cost Allocation Plan (CAP) will be required. Please check one of the following below:

☐ This budget includes no shared costs.

☐ This budget includes shared costs.

3. Appropriation Justification

For each budget in 1. Budget by Category, above, provide a short justification which describes what will be purchased or paid for, how the budgeted amount was derived, and how the budget item ties to the appropriation language.

Budget Category	Describe what will be purchased/paid for, how amount was derived, how it ties to the appropriation language
Personnel	
Fringe Benefits	
Travel	
Equipment	
Supplies	
Contractual	
Subawards / Subgrants	
Construction	
Other	

APPENDIX F: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

REQUEST FOR PROPOSAL RFP# 2027-02: State of New Mexico Government Results and Opportunity (“GRO”) Programs and Projects

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(s) 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: REFERENCE QUESTIONNAIRE

REQUEST FOR PROPOSAL RFP# 2027-02: State of New Mexico Government Results and Opportunity (“GRO”) Programs and Projects

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: Procurement Manager by **October 26, 2026**, 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.

(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 NCNMEDD by e-mail at:

Name: Danika Padilla, Procurement Manager
Email: contracts@ncnmedd.com

This completed form must be submitted no later than 5:00 pm Mountain Daylight Time on **October 26, 2026**, and **must not** be returned to the company requesting the reference.

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

Company providing reference: _____

Contact name and title/position _____

Contact telephone number _____

Contact e-mail address _____

Project description; _____

Project dates (starting and ending); _____

QUESTIONS:

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

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: _____

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:

APPENDIX H: SAMPLE CONTRACT

Please note below any alternate terms and conditions or changes to terms and conditions in the box below, or on the Sample Contract itself:

List alternate terms and conditions here...

PROFESSIONAL SERVICES AGREEMENT STATE OF NEW MEXICO GOVERNMENT RESULTS AND OPPORTUNITY PROGRAM Agreement Number _____

This Agreement (“**Agreement**”) is made and entered into by and between the North Central New Mexico Economic Development District (NCNMEDD) and [X] (“**Grantee**”) (individually “**Party**” and collectively “**Parties**”).

WITNESSETH

WHEREAS, the New Mexico Department of Finance and Administration (DFA) awarded NCNMEDD funding to support the Government Results and Opportunity Programs (“**GRO**” or “**Program**”); and

WHEREAS, the funds awarded under this Agreement are appropriated from the Government Results and Opportunity (“**GRO**”) Program Fund through the General Appropriation Act of 2026 (HB 2 or “**Act**”) and are subject to the accountability requirements of HB 158 (2026 Session), the New Mexico Constitution, Article IX, Section 14 (Anti-Donation Clause), NMSA 1978, Section 6-6-2, and the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978; and

WHEREAS, the New Mexico Department of Finance and Administration, Local Government Division (“**LGD**”) GRO Eligible Expenditures Policy (“**GRO Policy**”) establishes the standards for eligible and ineligible expenditures applicable to this Agreement and is incorporated herein by reference as set forth in Article X; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as **Exhibit “A,”** and incorporated herein by reference.
- B. Grantee agrees to make no change to the Program Description as defined herein without first submitting a written request to NCNMEDD and obtaining DFA’s written approval of the proposed change.

- C. Costs incurred in connection with an unapproved scope change are ineligible for reimbursement. The following changes to program scope require a revised Program Description, a written risk assessment, and the prior written approval by DFA before any related costs are incurred.
1. Adding or removing a type of service delivered under the grant;
 2. Changing the geographic area served;
 3. Changing the target population;
 4. Changing the unit-cost methodology for services; or
 5. Changing service delivery (for example, from in-person to virtual, or from direct delivery to subcontract).

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. Term: This Agreement shall become effective on the date of its execution by the final signatory and will terminate on June 30, 2028.
- B. Any unexpended balance of the funds awarded under this Agreement remaining at the end of fiscal year 2028 reverts to the government results and opportunity expendable trust fund.
- C. Only expenditures incurred on or after the effective date and on or before the expiration date of the Term are eligible for reimbursement. Costs incurred outside the Term are ineligible. Grantee incurs costs before the Effective Date at its own risk, and NCNMEDD has no obligation to reimburse any cost if this Agreement is not fully executed.
- D. All expenditures incurred during the final thirty (30) days of the Term are subject to enhanced review and documentation, including a written explanation of why the costs were incurred at the end of the Term.
1. Reimbursements claimed in the final quarter of the Term that cause cumulative final-quarter claims to exceed thirty-five percent (35%) of the total grant award require written justification submitted to and approved by DFA before the end of the Term; and
 2. This 35% threshold does not apply to capital expenditures expressly authorized by the applicable appropriation language and procured consistent with the GRO Policy.

ARTICLE III - REPORTS

- A. Evaluation:
1. Grantee agrees to systematically collect, analyze, and use data to evaluate programs, initiatives, and policies by examining both the process and outcomes to determine their effectiveness. Grantee agrees to review and update the existing evaluation plan regularly throughout the fiscal year.
 2. Grantee agrees that data entered into a database or otherwise provided to NCNMEDD hereunder is complete, accurate, and allows NCNMEDD and DFA to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.

3. To adequately evaluate the progress of the GRO Program statewide, Grantee shall provide, within thirty (30) days, upon request of the NCNMEDD, information and access to program records and records of contractors working for Grantee.
4. Progress Reports:
 - a. To adequately evaluate the progress of this Agreement, Grantee shall provide periodic quarterly progress reports to NCNMEDD ("Progress Reports"). The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of project milestones and expenditures to date with expenditure back-up documentation, a certification that all expenditures comply with the requirements of this Agreement, and anticipated project milestones and expenditures during the next quarter, in the form attached hereto as **Exhibit "B,"** and incorporated herein by reference ("**Quarterly Progress Report**"), and such other information following the objectives of Grantee's evaluation as may be of assistance to NCNMEDD or DFA in its evaluation. The first quarterly Progress Report is due on the thirtieth (30th) day following the end of the quarter, directly after the Effective Date.
 - b. Grantee represents and warrants that Quarterly Progress Reports will not contain any "personally identifiable information" or "individually identifiable health information" in accordance with HIPAA.
5. Annual Report:
 - a. Grantee shall submit one copy of the annual report for the Program to NCNMEDD on or before July 10, 2027 and July 10, 2028. The Annual Report shall include the relevant data from the Program, including highlights for the year, budget to actual expenditures to date, and other information requested by NCNMEDD or DFA.
 - b. If the award is for \$150,000 or more, grantee will provide data on progress made toward its performance measures, as part of the Annual Report.
6. Final Report:
 - a. Grantee shall submit one copy of the final report for the Program to NCNMEDD on or before June 30, 2028. The Final Report shall include the information called for in Progress Reports and cover the entire term of the Agreement.
 - b. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component.
 - c. The final pay request shall be submitted to NCNMEDD no later than July 10th following expiration of the Term of this Agreement, or by such earlier year-end submission deadline if required by DFA. Final pay requests submitted after the published deadline may not be processed, and unexpended funds will revert to the government results and opportunity expendable trust fund.
7. Accountability and Evaluation Reporting (HB 158): Because GRO funds are appropriated to and flow through DFA, DFA is the State agency subject to the accountability and evaluation

requirements of HB 158 (2026 Session). As a condition of this Agreement and of continued reimbursement, Grantee shall provide the performance data and reporting necessary to NCNMEDD, in order for DFA to meet those requirements, scaled to the size of the award as follows:

- a. Awards under \$150,000: quarterly progress reports containing a narrative summary of activities and outputs with a data quality certification, and a final report summarizing outcomes achieved.
- b. Awards from \$150,000 to \$500,000: all reporting required for awards under \$150,000, plus a list of three to five performance measures with baselines and targets and an annual data report against those measures.
- c. Awards over \$500,000: all of the foregoing, plus a full Accountability and Evaluation Plan addressing the six elements required by HB 158, Section 1(A):
 - i. Goals, objectives, and expected outputs and outcomes;
 - ii. Program activities and how they will achieve those outcomes;
 - iii. The evidence base for the program;
 - iv. Performance measures and a monitoring plan;
 - v. An evaluation plan to assess causal impact; and
 - vi. Methods and a timeline for releasing results to the DFA, the Legislative Finance Committee, and the public.
 - vii. Due July 1 of the appropriation year, with a revised plan due September 1 if requested by the DFA, and an evaluation summary in the final year.
- d. Grantee certifies the completeness and accuracy of all data submitted and shall correct data quality deficiencies upon NCNMEDD's request.
- e. Timely submission of required accountability reporting is a condition of continued reimbursement. NCNMEDD will issue a written hold notice if Grantee is more than thirty (30) days overdue on required plans or performance data, and may suspend processing of pay requests if the overdue submission is not resolved within sixty (60) days of the original due date.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, NCNMEDD shall pay Grantee a sum not to exceed [X]. The funds are to be expended in accordance with the approved budget set forth in **Exhibit "A," Section 6,** incorporated herein by reference. The Parties agree that the Grantee's expenditure of these monies shall not deviate from the line items or amounts of the budget without prior written approval. Where this Agreement funds more than one appropriation, Grantee shall submit a separate Exhibit "A" for each appropriation.

- B. All payments will be made on a reimbursement of actual cost basis. Request for payment shall specify all in-kind administrative costs and any capital expenditures associated with the project.
- C. Payment shall be made only for those services specified in this Agreement and not funded by any other public entity funding source. The Grantee shall not bill for the same service or services that have been billed to another funding agency or source.
- D. All expenditures reimbursed under this Agreement must be eligible under the GRO Policy and the applicable HB 2 appropriation language. To be eligible, a cost must be allowable, reasonable, allocable to the Program, incurred within the Term, adequately documented, not otherwise funded, and consistent with the Anti-Donation Clause. Costs that are categorically ineligible under the GRO Policy — including, without limitation, lobbying or political activity, alcoholic beverages, entertainment, religious activities, fines and penalties, fundraising, purchase of real property or land, reserves or contingency funds, and undisclosed related-party transactions — are not reimbursable regardless of appropriation language.
- E. Each pay request must be submitted with a Quarterly Progress Report (**Exhibit B**) and include:
 - 1. A summary of expenses listing each expenditure by budget line item, vendor or payee, description, and amount, together with an Appropriation Justification citing the exact HB 2 appropriation clause and explaining how the cost advances that authorized purpose;
 - 2. A completed Public Benefit Certification identifying the target population served, the output or benefit delivered, and the method used to verify delivery;
 - 3. Supporting documentation for each line item, including invoices, receipts, and executed contracts, together with personnel cost documentation meeting the standards in GRO Policy Appendix B (activity-based timesheets, or the simplified Personnel Cost Attestation where Appendix B permits it);
 - 4. Proof of payment for each expenditure, with vendor-level itemization (cancelled check, EFT, or ACH record); and
 - 5. A cumulative budget variance report measured against the original approved budget.
- F. Reimbursement may be denied for any line-item lacking a complete Appropriation Justification or Public Benefit Certification.
- G. NCNMEDD will review each submission for completeness before acceptance. Incomplete submissions will be returned with a written deficiency notice. Grantee will have fifteen (15) business days and one (1) cure opportunity per submission to cure and resubmit.
- H. Grantee must obtain prior written approval before incurring any expenditure that would be a variance from the original approved budget.
- I. For services and supplies totaling five thousand dollars (\$5,000) or more per vendor per grant year, Grantee must retain price reasonableness documentation.

- J. For costs shared between the Program and other programs or funding sources, Grantee must maintain a written Cost Allocation Plan meeting the tiered requirements in GRO Policy Appendix A and prepared on the DFA/LGD Cost Allocation Plan template provided with that Appendix.
- K. Whether a capital expenditure is eligible depends on the appropriation language. A capital item is any item of equipment or property with a unit cost of five thousand dollars (\$5,000) or more.
 - 1. Where the appropriation describes the authorized purpose in programmatic, operational, staffing, capacity-building, or similar service-delivery terms, capital purchases are prohibited, and any pay request including such a cost will be denied.
 - 2. Capital expenditures are eligible only where the appropriation language expressly authorizes the purchase of the specific asset or asset type, and then only subject to price reasonableness documentation regardless of amount, maintenance of an asset inventory, retention in the authorized use for the item's useful life, prior written DFA approval before any sale, transfer, or repurposing, a closeout certification of location and use, and continued compliance with the Anti-Donation Clause.
 - 3. Split purchases and functionally integrated systems will be treated as a single capital item, and lease-to-own arrangements are ineligible.

ARTICLE V - MODIFICATION AND TERMINATION

NCNMEDD, upon written notice to Grantee, shall have the unilateral right to immediately terminate this Agreement if, in the judgment of NCNMEDD, the provisions of this Agreement are violated or the activities described in the Program Description do not progress satisfactorily.

- A. The Parties may modify any terms and conditions of this Agreement by mutual agreement confirmed in writing with the same formalities for execution as this Agreement.
- B. Early Termination for Convenience: Except as otherwise provided in this Agreement, either Party may terminate this Agreement by providing the other Party with a minimum of thirty (30) days' advance written notice of the termination.
- C. Liability in the Event of Early Termination: In the event of early termination of this Agreement by either party, NCNMEDD's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - 1. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the NCNMEDD's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - 2. Incurred on or before the termination date in the notice of early termination;
 - 3. For permissible purposes under this Agreement's Program Description and procured and executed in accordance with applicable law; and
 - 4. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Agreement.

ARTICLE VI – REPRESENTATIONS AND WARRANTIES

Grantee hereby represents and warrants that it will comply with all State laws, regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, Grantee certifies that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act, the Regulations, and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Agreement.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. It will comply, at all times, with all applicable State and federal laws and regulations and any licensure requirements governing its program and facility.
- E. It shall be solely liable for the failure of any of its providers, if any, to meet and comply with all applicable State and federal laws and licensure requirements governing the provider or the program.
- F. Grantee will submit all Program-related contracts and agreements, and amendments thereto, to NCNMEDD as required documentation.
- G. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. Without limiting the foregoing, Grantee shall procure goods and services with grant funds in accordance with the State Procurement Code and the following thresholds:
 - 1. Contracts over sixty thousand dollars (\$60,000) require a competitive sealed bid or request-for-proposal (RFP);
 - 2. Contracts from twenty thousand dollars (\$20,000) to sixty thousand dollars (\$60,000) require a minimum of three (3) written quotes unless a documented exception is approved in writing by the Program Manager before award; and
 - 3. Contracts under twenty thousand dollars (\$20,000) require documentation of the basis for vendor selection and price reasonableness.
 - 4. Any contract amendment that increases the total contract value by more than twenty percent (20%) cumulatively from the original awarded value requires a cost/price analysis and prior written approval before execution.
 - 5. Procurements may not be artificially divided so as to fall below an applicable threshold.
 - 6. If Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed.
 - 7. Sole Source contracts can be utilized if written justification is provided, confirming that the organization is the only one in the area that can provide services uniquely and substantially related to the intended purpose of the contract. Grantee shall submit written documentation describing the reason(s) for sole source contracting to NCNMEDD prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements outlined in the State Procurement Code.
- H. It will adhere to DFA financial and accounting requirements, as amended from time to time and all applicable conditions and requirements prescribed by the DFA regarding the receipt of Program funds.

- I. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Agreement for any use other than those specified in the scope of work as defined in the Agreement without the prior approval.
- J. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant.
 - 1. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
- K. It will comply with all applicable federal requirements and regulations.
- L. It will comply with the GRO Policy in effect as of the Effective Date, and with any subsequent amendment to the GRO Policy that becomes applicable to Grantee under Article X, including its eligibility standards (allowable, reasonable, allocable, incurred within the Term, properly documented, not otherwise funded, and consistent with the Anti-Donation Clause) and its restrictions on ineligible and capital expenditures. It will also provide an Appropriation Justification for each pay request line item.
- M. Every expenditure of grant funds will produce a demonstrable public benefit for New Mexico residents and will not constitute a donation, gift, or subsidy to any private entity, including a nonprofit, in violation of Article IX, Section 14 of the New Mexico Constitution.
- N. All vendors and subgrantees will complete and submit a conflict-of-interest disclosure and certification at the time of award and annually thereafter during the Term. Grantee will disclose any related-party transaction; any undisclosed related-party transaction will render the associated expenditure ineligible in full.
- O. The Grantee certifies it is not debarred, suspended, or excluded from receiving State or federal funds, and will not use grant funds for lobbying, political, or religious activities. The Grantee will include similar certifications in all subawards.

The representations and warranties made by Grantee shall survive the Early Termination or expiration of this Agreement.

ARTICLE VII - RETENTION OF RECORDS

- A. Accountability: Grantee shall be strictly accountable for receipts and disbursements relating to this Agreement. Grantee shall follow generally accepted accounting principles, the State's model accounting principles, § 6-6-2 NMSA 1978, and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. Record Retention: For six (6) years following the Program's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts,

advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of funds from all sources budgeted for the Program, the purpose for which such funds were used, and such other records as NCNMEDD may prescribe.

1. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.
- C. Grantee shall make all Program records available to NCNMEDD, DFA, DFA's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or DFA finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended, plus interest in accordance with Article IX below.
- D. Monitoring and Site Visits: NCNMEDD, DFA, DFA's Independent Public Accountant, and the New Mexico State Auditor may conduct site visits and programmatic audits of Grantee at any time during the Term and for the six (6) year record retention period. Grantee shall make all records available upon request.

ARTICLE VIII - REPRESENTATIVES

- A. Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:
- a. Name: Danika Padilla
 - b. Title: Assistant Director
 - c. Address: 644 Don Gaspar Santa Fe, NM 87505
 - d. Phone: 505-395-2668
 - e. Email: danikap@ncnmedd.com
- B. Grantee designates the person listed below as its Program Manager, responsible for the overall administration of this Agreement, including compliance and monitoring of Grantee:
- a. Name:
 - c. Title:Address:
 - e. Phone:Email:

ARTICLE IX – IMPROPERLY REIMBURSED FUNDS

If NCNMEDD determines part or all of the funds reimbursed under this Agreement were improperly requested by Grantee, including but not limited to reimbursements based upon fraud, mismanagement, misrepresentation, misuse, or violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds, NCNMEDD may offset any funds due to Grantee, until the improperly reimbursed funds are fully repaid.

In addition to the right to offset described above, if NCNMEDD determines that a reimbursement was made for an ineligible expenditure, NCNMEDD will notify Grantee in writing of the finding and the amount, allow Grantee ten (10) days to dispute the finding or return the funds, and, if the funds are not returned, assess interest on the ineligible amount from the original payment date at the rate established by the New Mexico State Treasurer for delinquent accounts, recover the administrative costs associated with the finding, offset the amounts against future pay requests or pursue other available legal remedies, and, in cases of fraud, willful misrepresentation, or material misuse, refer the matter to the New Mexico State Auditor and the Office of the Attorney General.

For repeated noncompliance within a rolling twenty-four (24)-month period, DFA in its own capacity, or through NCNMEDD, may impose progressive sanctions: for a first finding, enhanced documentation

requirements and a written warning; for a second finding, probationary status with one hundred percent (100%) prepayment review and a mandatory corrective action plan; and for a third or subsequent finding, temporary ineligibility for new GRO award agreements and referral for debarment review. A grantee or subgrantee found to have engaged in fraud, willful misrepresentation, or repeated material noncompliance may be debarred from receiving GRO funds or other -DFA-administered awards for a period determined by DFA.

ARTICLE X – INCORPORATION OF THE GRO POLICY; DEFINITIONS

- A. The GRO Policy issued by DFA is incorporated into this Agreement by reference, and Grantee and each subgrantee shall comply with it. In the event of a conflict, the applicable HB 2 appropriation language controls, followed by this Agreement, then the GRO Policy; provided that the Anti-Donation Clause requirement may not be waived.
- B. Definitions. As used in this Agreement, the following terms have the meanings given in the GRO Policy: “Appropriation Justification” or “AJ” means a written statement submitted with each pay request or tranche request line item that cites the exact HB 2 appropriation clause and explains how the expenditure advances the authorized purpose; “Public Benefit Certification” or “PBC” means a signed certification submitted with each pay request or tranche request that describes the target population served, the output or benefit delivered, and the method for verifying delivery; “Eligible Expenditure” means a cost that is allowable, allocable, and reasonable under the applicable appropriation language, the GRO Policy, and State law; “Ineligible Expenditure” means a cost that is prohibited, not authorized by the appropriation language, or otherwise fails to meet the eligibility standards; “Cost Allocation Plan” or “CAP” means a written description of the methodology, bases, and drivers used to allocate shared costs; “Capital Item” means any item of equipment or property with a unit cost of five thousand dollars (\$5,000) or more; “Related Party” means any individual or entity with a familial, financial, or organizational relationship to Grantee, its officers, board members, or key personnel; “Pay Request” means a reimbursement request submitted for eligible expenditures incurred and paid during the Term, accompanied by required backup documentation; “Disbursement Request” means a request for advance disbursement in lieu of reimbursement, subject to State Controller approval; and “Subgrantee” means an entity that receives grant funds from Grantee to carry out the Program.

ARTICLE XI – SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XII – LIABILITY

- A. Neither Party shall be responsible for liability incurred as a result of the other Party’s acts or omissions in connection with this Agreement. Any liability of NCNMEDD incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.
- B. Grantee shall defend, indemnify and hold harmless NCNMEDD from all actions, proceeding, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind, to the extent caused by the negligent acts errors or omissions of Grantee, its officers, employees, servants, subcontractors or agents, in the performance of Grantee’s obligations under this Agreement. Grantee’s duty to defend, indemnify and hold harmless shall apply only to the extent of the Grantee’s proportionate share of fault.
- C. Grantee shall maintain in force during the entire term of this Agreement, the following insurance coverage(s): workers compensation (including accident and disease coverage) at the statutory limit;

comprehensive general liability with limits of at least \$1,000,000 per person /\$1,000,000 per occurrence bodily injury, \$1,000,000 property damage or combined single limit coverage; and \$1,000,000 automobile liability (including non-owned automobile coverage). Other than workers compensation, each policy providing the foregoing coverage shall name NCNMEDD as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Grantee. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation. Prior to undertaking any work under this Agreement, Grantee shall provide NCNMEDD with one or more Certificates of Insurance demonstrating compliance with the foregoing requirements.

ARTICLE XIII – SPECIAL CONDITIONS

Grantee shall not budget or spend grant funds for capital purchases except as expressly authorized by the applicable appropriation language and in accordance with the capital expenditure standard in Article IV and the GRO Policy. When the appropriation is described in programmatic, operational, staffing, capacity-building, or similar service-delivery terms, capital purchases are prohibited.

ARTICLE XIV – APPROPRIATIONS

The terms and conditions of this Agreement are contingent upon the New Mexico Legislature making sufficient appropriations and authorization for the performance of this Agreement. If the Legislature fails to make sufficient appropriations and authorizations, NCNMEDD may immediately terminate this Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by providing the Grantee with written notice of such early termination. Grantee shall accept the NCNMEDD's decision as to whether sufficient appropriations are available, which shall be final and non-appealable. Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

ARTICLE XV – REQUIRED TERMINATION CLAUSE

This contract is funded in whole or in part by funds made available under a State of New Mexico (State) grant agreement. If the State terminates the grant agreement, NCNMEDD may terminate this Agreement by providing the Grantee written notice of such termination in accordance with the notice provisions herein. In the event of termination pursuant to this paragraph, NCNMEDD's only liability shall be to pay Grantee for acceptable goods and/or services delivered and accepted prior to the termination date.

ARTICLE XVI – GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of NCNMEDD. Any attempt at assignment or transfer without such consent shall be void.
- B. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- C. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- D. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

- E. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- F. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- G. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed, and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- H. Statutes, Regulations, Fiscal Rules, and Other Authority: Except as provided in Article X with respect to the GRO Policy, any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- I. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- J. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- K. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- L. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- M. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- N. Independent Contractor Status: In performing its obligations hereunder, Grantee is an independent contractor, and neither Grantee nor its employees and agents are employees of NCNMEDD. Grantee and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of NCNMEDD as a result of this Agreement. Grantee acknowledges that all sums received hereunder are reportable by the Grantee for tax purposes, including without limitation, self-employment and income tax, as applicable. No act or omission of Grantee shall bind NCNMEDD unless Grantee has express written authority to do so, and then only within the strict limits of that authority.
- O. Governmental Conduct Act: Grantee represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. Grantee further

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

1. in accordance with NMSA 1978, § 10-16-4.3, Grantee does not employ, has not employed, and will not employ during the term of this Agreement any NCNMEDD employee while such employee was or is employed by NCNMEDD and participating directly or indirectly in NCNMEDD's contracting process;
2. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) Grantee is not a public officer or employee of NCNMEDD; (ii) Grantee is not a member of the family of a public officer or employee of the NCNMEDD; (iii) Grantee is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Grantee is a public officer or employee of the NCNMEDD, a member of the family of a public officer or employee of the NCNMEDD, or a business in which a public officer or employee of the NCNMEDD or the family of a public officer or employee of the NCNMEDD has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
3. in accordance with NMSA 1978, § 10-16-8(A), (i) Grantee is not, and has not been represented by, a person who has been a public officer or employee of the NCNMEDD within the preceding year and whose official act directly resulted in this Agreement and (ii) Grantee is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of NCNMEDD whose official act, while in NCNMEDD employment, directly resulted in NCNMEDD's making this Agreement;
4. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) Grantee is not a legislator; (ii) Grantee is not a member of a legislator's family; (iii) Grantee is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if Grantee is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
5. in accordance with NMSA 1978, § 10-16-13, Grantee has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
6. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, Grantee has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of NCNMEDD.

Grantee's representations and warranties in this subsection are material representations of fact upon which NCNMEDD relied when this Agreement was entered into by the parties. Grantee shall provide immediate written notice to NCNMEDD if, at any time during the term of this Agreement, Grantee learns that Grantee's representations and warranties herein were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Grantee's representations and warranties herein were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to NCNMEDD and notwithstanding anything in the Agreement to the contrary, NCNMEDD may immediately terminate the Agreement. All terms used in this subsection not defined herein shall have the same meaning given them in the Governmental Conduct Act.

- P. Equal Opportunity Compliance: Grantee 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, Grantee assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Grantee is found not to be in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct these deficiencies.
- Q. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, insurance, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all licenses, certifications, permits, insurance, and other authorizations required to perform their obligations in relation to this Agreement.
- R. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the final signatory's date of execution.

NCNMEDD:

By: _____

Title: _____ Date: _____

APPROVED BY GRANTEE:

Grantee:

By: _____

Title: _____ Date: _____

EXHIBIT A

PRE-AWARD INFORMATION

GRO Fund – Government Results and Opportunity Program

How to use this Exhibit — Complete one exhibit for each appropriation. Sections 1 through 5 describe the program and establish the authorized purpose against which all pay requests and tranche requests will be evaluated. Section 6 is the approved budget. Section 7 is the Appropriation Justification for each budget category, and Section 8 is the Public Benefit Certification. Where the Grantee administers more than one appropriation under this Agreement, a separate Exhibit A is completed and submitted for each appropriation. The Grantee may work with its assigned Grant Manager to agree on an alternative means or format for submitting the information this Exhibit requires; this Exhibit enumerates the information to be collected and does not prescribe the only acceptable form.

Grantee Name: _____
Appropriation / Project ID Number: _____

PART 1 — PROGRAM DESCRIPTION

1. Target Population

GRO Eligible Expenditures Policy § 2 (Target Population).

Describe the specific group of individuals, households, or communities this program is designed to serve, as described in or reasonably inferred from the HB 2 appropriation language.

2. Program Activities and Service Delivery

GRO Eligible Expenditures Policy § 4, Guidance on Common Appropriation Terms.

Describe the activities the Grantee will carry out and how those activities relate to the appropriation language. Identify which term below applies and confirm planned activities fall within it.

Appropriation Term	Covers (per Policy § 4)
Programmatic costs and resources	Personnel, contracted services, program supplies, and operational costs directly tied to service delivery.
Operational expenses	Utilities, rent, software, and recurring administrative costs allocable to the funded program.
Staffing	Wages, salaries, and fringe benefits for staff whose time is directly allocable to program activities.
Capacity building	Training, technical assistance, and systems development that strengthen the organization's ability to deliver the funded program.
Community-based services	Direct service delivery to individuals or households within the defined service area.

3. Service Delivery Modality and Geographic Area

Scope change controls: GRO Eligible Expenditures Policy § 5.5; Grant Agreement, Article I(C).

Describe how services will be delivered (for example, in-person, virtual, or a combination) and the geographic area served. Any future change to the modality, target population, geographic area, or unit-cost methodology is a scope change requiring prior written approval from the LGD Division Director before related costs are incurred.

4. Capital Items (if applicable)

GRO Eligible Expenditures Policy § 5.2; Grant Agreement, Article IV(L).

If this appropriation explicitly authorizes the purchase of equipment, vehicles, or other capital items, identify the specific asset or asset type named in the HB 2 language. If the appropriation is programmatic or operational in nature, capital purchases (unit cost \$5,000 or more) are not permitted under this award. Capital items authorized under this appropriation (if any):

Budget modifications that would add a new capital item to a programmatic or operational appropriation are prohibited and will not be approved. Submit all other budget modification requests in writing to your Grant Manager before incurring the proposed expense.

5. Anticipated Outputs and Outcomes

GRO Eligible Expenditures Policy § 2 (Outputs and Outcomes); HB 158 reporting tiers: § 7.1; Grant Agreement, Article III(E).

List the direct, countable products of program activities (Outputs) and the changes in condition, behavior, or status the program is designed to achieve (Outcomes). These will inform the Public Benefit Certification and, for awards of \$150,000 or more, the performance measures reported under HB 158.

Outputs	Outcomes

PART 2 — PROPOSED BUDGET

Complete only the rows that apply to your program. Each line item must trace to the HB 2 appropriation language — see the Appropriation Term mapping table in Section 2 above. This budget is the spending ceiling for the appropriation: reimbursements and tranche disbursements cannot exceed budgeted amounts in any category without a written, DFA-approved budget modification.

Approved budget as ceiling and modification process: GRO Eligible Expenditures Policy § 8.1–8.2; Grant Agreement, Article IV(A) and (J).

6. Budget by Category

Categories and definitions: GRO Eligible Expenditures Policy § 4.

Budget categories follow the federal object class categories used on SF-424A and in 2 CFR Part 200, so that a Grantee already budgeting to those categories for other awards can use the same structure here. Complete each applicable row. FY1 is the first full fiscal year of the grant; FY2 is the second. Leave a row blank if the category does not apply. Annual amounts should sum to Total Project Cost. This Section 6 is the approved budget referenced in Article IV of the Grant Agreement.

Budget Category	FY1	FY2	Total
Personnel	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -

Contractual	\$ -	\$ -	\$ -
Subawards / Subgrants	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -

Category	What it covers under this award
Personnel	Wages and salaries for staff whose time is directly allocable to program activities. Timesheets must reflect actuals each pay period.
Fringe Benefits	Employer share of benefits for the personnel charged above, at the Grantee's established rate.
Travel	Transportation, lodging, and per diem for staff traveling in direct support of program activities, at State rates.
Equipment	Items with a unit cost of \$5,000 or more. Eligible only where the appropriation language expressly authorizes the purchase (see Section 4).
Supplies	Consumable program supplies, educational materials, printing, small tools, and items under \$5,000 per unit.
Contractual	Professional and contracted services procured under the State Procurement Code, including consulting, evaluation, legal, bookkeeping, and training.
Subawards / Subgrants	Pass-through funds to subrecipients that carry out a portion of the funded program under a subgrant agreement.
Construction	Not an eligible use of GRO funds. Purchase of real property or land is categorically ineligible.
Other	Utilities, rent and facility costs, software and technology subscriptions, training registration, and other direct costs allocable to the program.

Capital Item Threshold — A capital item is any item of equipment or property with a unit cost of \$5,000 or more and is budgeted under Equipment. If the appropriation language is programmatic or operational, no capital items may be budgeted, and any pay request or tranche request including one will be denied and returned. If the appropriation explicitly authorizes specific equipment or vehicles, capital purchases are eligible subject to price reasonableness documentation, an asset inventory, and use restrictions. Split purchases and functionally integrated systems are treated as a single asset. GRO Eligible Expenditures Policy § 5.2(A)–(B).

Shared / Allocated Costs

GRO Eligible Expenditures Policy § 3.3; utilities allocation hierarchy: § 4 (Utilities); Grant Agreement, Article IV(K).

If any budgeted cost is shared with another program or funding source, a Cost Allocation Plan (CAP) is required. Organizations with no shared costs certify this with each pay request or tranche request and do not need a CAP.

☐ This budget includes no shared costs — no CAP required (certification will be provided with each pay request or tranche request).

☐ This budget includes shared costs — a written CAP will be submitted at grant execution or with the first request including a shared cost.

7. Appropriation Justification

GRO Eligible Expenditures Policy § 3.1 (Appropriation Justification); documentation: § 6.1; Grant Agreement, Article IV(F)(a).

For each budget category used in Section 6, provide a short budget narrative: describe what will be purchased or paid for, how the budgeted amount was derived, and how the cost advances the authorized purpose, citing the exact HB 2 appropriation clause. Leave a row blank if the category is not used. The

narrative is what the Department evaluates each pay request and tranche request against, so it should track the appropriation language directly.

Budget Category	Budget Narrative and Alignment with Appropriation Language
Personnel	
Fringe Benefits	
Travel	
Equipment	
Supplies	
Contractual	
Subawards / Subgrants	
Construction	
Other	

8. Public Benefit Certification

GRO Eligible Expenditures Policy § 3.6 (Public Benefit Certification); documentation: § 6.1; Grant Agreement, Article IV(F)(b).

This certification documents that GRO funds were used for an eligible public purpose, consistent with the New Mexico Constitution's Anti-Donation Clause (Article IX, Section 14). One certification is acceptable for a request if all line items share the same target population and output; otherwise, complete a separate certification per line item.

1. Target population served:

2. Specific output or benefit delivered:

3. Method used to verify delivery:

Certified by: _____ Title: _____ Date: _____

EXHIBIT B

PROGRESS REPORT

GRO Fund – Government Results and Opportunity Program

Track A Grantees (COG / Fiscal Agent): Quarterly Progress Reports are due 30 calendar days after the end of each quarter — Q1 (July–September) due October 30; Q2 (October–December) due January 30; Q3 (January–March) due April 30; Q4 (April–June) due July 30. A Quarterly Progress Report is required for each quarter of the Term regardless of whether the Grantee received funds during that quarter by quarterly tranche, by reimbursement, by both, or not at all. The Final Report covers Q4 of the final year and is due no later than July 30.

Track B Grantees (Direct Grantee): A Progress Report is due with each pay request submission, covering the period of expenditures included in that request. The Final Report is due with the last pay request, no later than July 30.

Where the Grantee administers more than one appropriation under the Grant Agreement, a separate Exhibit B is completed and submitted for each appropriation.

Progress Reports: Grant Agreement, Article III(B). Final Report: Article III(C). Tiered reporting requirements: GRO Eligible Expenditures Policy § 7.1. The Grantee may work with its assigned Grant Manager to agree on an alternative means or format for submitting the information this Exhibit requires; this Exhibit enumerates the information to be collected and does not prescribe the only acceptable form.

Grantee Name: _____

Appropriation / Project ID Number: _____

Reporting Period: _____

1. Narrative Summary

Grant Agreement, Article III(B)(a).

Provide a narrative and/or bulleted summary of successes and challenges during the reporting period.

Successes:

Challenges: _____

2. Outputs and Outcomes for This Period

Grant Agreement, Article III(E); Exhibit A, Section 5.

Report progress against the outputs and outcomes identified in Exhibit A, Section 5.

Output / Outcome Measure	Annual Target	This Period	Cumulative	On Track? (Y/N)

3. Budget Breakdown and Cumulative Variance Report

Grant Agreement, Article III(B)(a) and Article IV(F)(e); GRO Eligible Expenditures Policy § 6.1.

Provide a detailed budget breakdown of expenditures to date and report cumulative variance against the original approved budget in Exhibit A, Section 6. This table serves as both the quarterly budget update and the Cumulative Budget Variance Report required with each corresponding pay request or tranche request. Budget categories match Exhibit A, Section 6.

Budget Category	Approved Budget	Expended This Period	Expended to Date	Remaining Balance	% Variance from Original
Personnel	\$	\$	\$	\$	
Fringe Benefits	\$	\$	\$	\$	
Travel	\$	\$	\$	\$	
Equipment	\$	\$	\$	\$	
Supplies	\$	\$	\$	\$	
Contractual	\$	\$	\$	\$	
Subawards / Subgrants	\$	\$	\$	\$	
Construction	\$	\$	\$	\$	
Other	\$	\$	\$	\$	
TOTAL	\$	\$	\$	\$	

Budget Deviation Thresholds — If cumulative variance from the original approved budget for any line item is approaching the threshold for this award size, contact your Grant Manager before incurring further costs in that category. Awards over \$500,000: 5% per line item. \$150,000 to \$500,000: 7.5%. Under \$150,000: 10%. GRO Eligible Expenditures Policy § 5.4; Grant Agreement, Article IV(J).

4. Anticipated Milestones and Expenditures – Next Quarter

Grant Agreement, Article III(B)(a).

Describe anticipated project milestones and expenditures during the next quarter.

5. Expenditure Back-Up Documentation

Grant Agreement, Article III(B)(b) and Article IV(G); GRO Eligible Expenditures Policy § 6.

Documentation previously submitted to the Department with a pay request or tranche request during this reporting period need not be resubmitted. Identify the submission instead. Back-up documentation for any expenditure not previously submitted must accompany this report.

- ☐ Back-up documentation for all expenditures in Section 3 was previously submitted with a pay request or tranche request. Submission date(s) and reference(s): _____
- ☐ Back-up documentation for expenditures not previously submitted is attached to this report.
- ☐ No expenditures were incurred during this reporting period.

6. Appropriation Justification and Public Benefit Certification

Grant Agreement, Article IV(F)(a)–(b); GRO Eligible Expenditures Policy § 3.1 and § 3.6.

Describe any changes to the Appropriation Justification or Public Benefit Certification previously provided in Exhibit A, Sections 7 and 8. If there are no changes, state “no changes.”

7. Tranche Request

Grant Agreement, Article IV(M)(a).

If this report accompanies a request for the next quarterly tranche, attach copies of the applicable executed subgrant agreements or a certified schedule identifying each subgrant agreement by subgrantee, appropriation, execution date, and amount. The tranche is the greater of one-eighth (1/8) of the total grant award or the total dollar value of subgrant agreements executed and not previously funded through a prior tranche, calculated separately for each appropriation.

Appropriation	Subgrantee	Execution Date	Amount Executed	Previously Funded

Certified by: _____ Title: _____ Date: _____

New Mexico Department of Finance and Administration | Local Government Division

EXHIBIT C
SCOPE OF WORK
Agreement No. <XXXX-XX>:
State of New Mexico Government Results and Opportunity (“GRO”)
Programs and Projects

A specific Scope of Work will be negotiated with the successful Offeror based on the Offeror’s response to the RFP.