NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT (NCNMEDD)

REQUEST FOR PROPOSALS (RFP)

RFP# 2027-02.1

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

Released: **November 24, 2026**
Deadline: **December 4, 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 contractors 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# 2027-02.1: 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
1. Issue RFP	***Agency***	***November 24, 2026***
2. Acknowledgement of Receipt	Potential Offerors	November 27,2026
3. Deadline to Submit Questions	Potential Offerors	November 30, 2026
4. Response to Written Questions	Procurement Manager	December 1, 2026
5. Submission of Proposal	***Potential Offerors***	***December 4, 2026***
6. Proposal Evaluation	Evaluation Committee	December 7-9, 2026
7. Selection of Finalists	Evaluation Committee	December 10, 2026
8. Finalize Contractual Agreements	Agency/Finalist Offerors	December 17-31, 2026
9. Contract Award	Agency/ Finalist Offerors	December 17, 2026
10. Protest Deadline	Agency	January 1, 2027

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 **November 24, 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 **November 27, 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 **November 30, 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 **December 1, 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 **DECEMBER 4, 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# 2027-02.1: 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 **January 1, 2027**. 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 **January 1, 2027**. 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 **January 1, 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, December 4, 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# 2027-02.1.
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 contractors 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).

Appropriation Number	Appropriation Amount	Appropriation Language
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-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.

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 **December 4, 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 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 December 4, 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.

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# 2027-02.1:
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 **November 27, 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# 2027-02.1:
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 & REQUIRMENTS

Offeror:

1. Agrees to perform the services required by RFP# 2027-02.1 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.

_____ _____, 20_____

Authorized Signature Date

APPENDIX D: PROPOSED PROGRAM AND SERVICES

1. Appropriation / Project ID 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

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.

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# 2027-02.1:
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# 2027-02.1:
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 **December 4, 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 **December 4, 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…

North Central New Mexico Economic Development District

Agreement No._____

This Agreement ("Agreement") is made by and between the North Central New Mexico Economic Development District (NCNMEDD), hereinafter referred to as the "Procuring Agency" and **[]**, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties."

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq*. the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the Procuring Agency; and

WHEREAS, all terms and conditions of **RFP# 2027-02.1** and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**.

The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

2. **Compensation.**

A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon hourly and fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed **$[*Appropriation Amount*]** including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices must be received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date will not be paid.

C. Taxes. The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. Please note that no property tax will be paid to the Contractor by the Procuring Agency. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

D. Retainage. Retainage is not required for this contract.

E. Performance Bond. A Performance Bond is not required for this contract.

3. **Term.**

This Agreement shall not become effective until approved by the final required signatory. This Agreement shall begin on the date approved by the Final Required Signatory and shall end on **June 30, 2028** unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories and in accordance with the term of the request for proposals, if this contract was based on a request for proposals.

4. **Termination**

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

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. This provision is not exclusive and does not waive the procuring agency's other legal rights and remedies caused by the contractor's default/breach of this agreement.

5. **Appropriations.**

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

6. **Status of Contractor.**

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

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

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

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

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

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of Procuring Agency; (ii) the Contractor is not a member of the family of a public officer or employee of the Procuring Agency; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Procuring Agency, a member of the family of a public officer or employee of the Procuring Agency, or a business in which a public officer or employee

of the Procuring Agency or the family of a public officer or employee of the Procuring Agency has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

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

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

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

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

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

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

8. **Amendment.**

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

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

9. **Merger.**

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

10. **Penalties for violation of law.**

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

11. **Equal Opportunity Compliance.**

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

12. **Workers Compensation.**

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

13. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

14. **Records and Financial Audit.**

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

15. **Invalid Term or Condition.**

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

16. **Enforcement of Agreement**

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

17. **Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Procuring Agency.

18. **Notices.**

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

To the Procuring Agency:

Monica Abeita, Executive Director

North Central New Mexico Economic Development District (NCNMEDD)

644 Don Gaspar

Santa Fe, NM 87505

505-395-2668

ncnmedd@ncnmedd.com

To the Contractor:

<Name, Title

Address, City, ST Zip Code

Phone

Email address>

19. **Succession**

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

20. **Headings**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. **Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. **Equitable Remedies.**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. **New Mexico Employees Health Coverage.**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the

term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the Procuring Agency exceed $250,000 dollars.

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

C. Contractor agrees 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.

24. **Indemnification.**

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

25. **Default and Force Majeure.**

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

26. **Assignment.**

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

27. **Subcontracting.**

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

28. **Inspection of Plant.**

The Procuring Agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

29. **Commercial Warranty.**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Procuring Agency and are in addition to and do not limit any rights afforded to the Procuring Agency by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

30. **Condition of Proposed Items.**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

31. **Release.**

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

32. **Confidentiality.**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any

individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

33. **Contractor Personnel.**

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

34. **Incorporation by Reference and Precedence.**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

35. **Inspection.**

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

36. **Inspection of Services.**

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the Procuring Agency may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

The provisions of this clause are not exclusive and do not waive the parties' obligations to this Agreement other legal rights and remedies caused by the contractor's default/breach of this Agreement.

37. **Insurance.**

If the services contemplated under this Agreement will be performed on or in the Procuring Agency's facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Procuring Agency or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and Procuring Agency as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. 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.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By:

_____ _____

Monica Abeita, Executive Director Date
North Central New Mexico Economic Development District

By:

_____ _____

Contractor Date

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

BTIN: _____

EXHIBIT A
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.