



**State of New Mexico  
Public School Facilities Authority**

**REQUEST FOR PROPOSALS (RFP)**

**Measurement and Verification (M&V) Software as a Service**

**RFP#  
PSFA M&V-06-2019**

August 19, 2019

**Commodity Code Number(s): 20820888**

**DEADLINE FOR RECEIPT OF PROPOSALS IS:  
September 27, 2019**

**SUBMIT PROPOSALS TO:**

1312 Basehart Rd., SE, Suite 200, Albuquerque, NM 87106

**Late proposals will not be accepted. It is the responsibility of the Offeror to ensure that proposals are delivered on time to the correct address**

**A NON- MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD AS  
FOLLOWS:**

**AUGUST 26, 2019 AT 1:00 PM, PSFA, 1212 BASEHART RD., Ste 200  
Albuquerque, New Mexico**

**or**

**Join by computer: Contact Randy Johnson at 505-468-0298 for connection details.**

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## I. INTRODUCTION

The Public School Facilities Authority (PSFA) is requesting proposals from qualified suppliers to provide software as a service to monitor the real-time energy and water usage of school facilities located throughout the eighty-nine school districts of New Mexico inclusive of district and state charter schools.

New Mexico public schools lack a consistent system for real-time energy and water use tracking and display. Such systems have been shown, nationwide, to pay back their investment even without other changes in facility equipment, such as implementation of high efficiency lighting. The Measurement and Verification (M&V) systems incorporated into some New Mexico schools with funding administered by the PSFA, awarded by the Public School Capital Outlay Council (PSCOC) from funds appropriated by the Public School Capital Outlay Fund (PSCOCF) are now without connection to a home server and database, and require a new software service. Additionally, newly funded schools will also have requirements for connection to their installation metering systems to an energy dashboard software service. The PSFA has entered into Joint Power Agreements with the school districts for the purpose of overseeing work resulting from awards from the PSCOC.

At Appendix No. 1, located at [www.nmpsfa.org](http://www.nmpsfa.org), indicates specific schools for which energy monitoring systems may be required, both existing and planned schools for the next fiscal year. A similar additional quantity of schools should be available annually, based on funding awards for the following years.

### 1.0 PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals and to obtain proposals from qualified, experienced Contractors for the purpose of establishing a contract with a Contractor that will provide a software service for M&V tracking that includes the following: cloud-based data storage, energy dashboards, school-based server configured to connect meters to end users, software front end for PSFA to track all schools public and district and state charter schools within New Mexico.

### 1.1 SCOPE OF PROCUREMENT

The proposed work consists of the selected contractor(s) paying for all required work, furnishing all labor, materials, supplies, appropriate equipment, transportation, fees, permits, taxes, supervision, and administration necessary to perform and complete any and all work/services, awarded to contractor, in accordance with the specification and requirements contained in this RFP and the resultant Agreement.

### 1.2 STANDARD, QUALIFICATIONS & REQUIREMENTS

The minimum qualifications of the Offeror(s) as applicable for the services include the following:

Contractor shall have an established and proven ability to provide and ensure:

- a. That all personnel maintain the necessary and required certifications/licenses to provide the services in accordance with all applicable Industry requirements, Federal, NM State, and local rules, regulations and laws,
- b. That its full time staff has in excess of ten (5) years of technical experience in the relevant field.

- c. Supply the Names & Contact Information of at least five (3) Clients that have completed a contract of similar scope within the past seven (5) years.
- d. That all services are provided under the supervision of experienced and qualified professionals.
- e. All personnel who visit a public school/PSFA site for installation or services must have proof of passing a designated, applicable State/School PSFA Background Investigation/Check.
- f. Ability to provide clear and detailed (per site per service line item charges) electronic billing statements as well as paper statements.

**A. DEFINITIONS OF TERMINOLOGY - COMMON AND TECHNICAL USAGE OF WORDS**

The definition of terminology, common and technical words used in this document is governed by and defined in PSFA Form #Con1-2017 (Version 2.0) located at:

[http://www.nmpsfa.org/files/PSFA\\_Form\\_Con1-2017\\_Version\\_2.0\\_DEFINITION\\_OF\\_TERMINOLOGY\\_1.pdf](http://www.nmpsfa.org/files/PSFA_Form_Con1-2017_Version_2.0_DEFINITION_OF_TERMINOLOGY_1.pdf)

**B. PROCUREMENT MANAGER & PROTEST MANAGER**

1. PSFA has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, address, and e-mail address are listed below:

Name: Randy Johnson, Procurement Manager  
Address: PSFA, 1312 Basehart Rd., SE, Suite 200, Albuquerque, NM 87106

Telephone: 505-468-0298  
Fax: N/A  
Email: rjohnson@nmpsfa.org

2. **Any inquiries or requests** regarding this procurement shall be submitted, in writing, to the **Procurement Manager**. Offerors may contact **ONLY** the Procurement Manager regarding this procurement.
3. The **Protest Manager** for this procurement shall be Ms. Ramona Martinez of PSFA, 1312 Basehart Rd, SE, #200, Albuquerque, NM, 87106
4. **Protests of the solicitation or award must be delivered by certified/tracked mail via a common carrier such as UPS or FedEx, or the USPS to the Protest Manager. Faxed or e-mailed protests will not be accepted.**
5. 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.

**C. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment.

As a service to the potential Offerors, the Procurement Manager will make copies of those documents that are not available on-line. The library contains information listed below:

The library contains the information listed below:

**Procurement Regulations, 1.4.1.1 NMAC**

A copy may be obtained from the following website:

<https://www.generalservices.state.nm.us/uploads/files/SPD/User%20Guides/1%204%201%20NMAC.pdf>

● **Guidelines to the New Mexico Public School Adequacy Standards, etc.**

- NMAC 6.27.30 Statewide Adequacy Standards <http://www.nmpsfa.org/?q=node/115>
- NMAC Rules – Public School Capital Outlay Council
- Master Facility Plan <http://www.nmpsfa.org/?q=PSFA-5-year-fmp>
- The State of New Mexico PSFA HVAC and Controls Performance Assurance Program incorporating all appendices.  
[http://www.nmpsfa.org/legacy/pdf/Contracts\\_3.0/General/NM\\_PSFA\\_PAC\\_Manual\\_Rev\\_11-01-2013.pdf](http://www.nmpsfa.org/legacy/pdf/Contracts_3.0/General/NM_PSFA_PAC_Manual_Rev_11-01-2013.pdf)
- The State of New Mexico Public School Facilities Authority Roofing Program Handbook.  
[http://www.nmpsfa.org/legacy/pdf/ROOF/rf\\_prog\\_hbk\\_04-13-10\\_v.1\\_psf.pdf](http://www.nmpsfa.org/legacy/pdf/ROOF/rf_prog_hbk_04-13-10_v.1_psf.pdf). Inclusive of all specification/requirements of Division 07 Thermal & Moisture Protection, located at:  
<http://www.nmpsfa.org/?q=node/101>
- Public School Capital Outlay Council Awards

## 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:

|     | <b>Action</b>                                        | <b>Responsibility</b>                                                                        | <b>Date</b>  |
|-----|------------------------------------------------------|----------------------------------------------------------------------------------------------|--------------|
| 1.  | Issue RFP                                            | PSFA                                                                                         | August 19    |
| 2.  | Pre-Proposal Conference RSVP                         | Consultants                                                                                  | August 23    |
| 3.  | Pre-Proposal Conference<br>(Non-mandatory/Mandatory) | PSFA<br><input checked="" type="checkbox"/> Non-Mandatory <input type="checkbox"/> Mandatory | August 26    |
| 4.  | Intent to Respond to RFP                             | Consultants                                                                                  | August 29    |
| 5.  | Deadline to Submit Written Questions                 | Consultants                                                                                  | August 29    |
| 6.  | Response to Written Questions/RFP<br>Amendments      | PSFA                                                                                         | September 6  |
| 7.  | Submission of Proposal                               | Consultants                                                                                  | September 27 |
| 8.  | Proposal Screened & Distribution to<br>Committee     | PSFA                                                                                         | October 1    |
| 9.  | Selection of Finalists                               | PSFA                                                                                         | October 7    |
| 10. | Interviews with Finalists, if held                   | PSFA                                                                                         | TBD          |
| 11. | Final Evaluation<br>Review/Recommendation of Award   | PSFA                                                                                         | TBD          |
| 12. | Contract Negotiations                                | PSFA and Consultants                                                                         | TBD          |
| 13. | Protest of Award Deadline                            | PSFA                                                                                         | TBD          |

### 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 the **NM Public School Facilities Authority** on August 19, 2019.

#### 2. Pre-Proposal Conference RSVP (if Mandatory)

If Conference is Mandatory, Potential Offerors shall hand deliver or email, return by delivery receipt email or USPS registered or certified mail, to have their organization placed on the procurement distribution list, a letter affirming the intent to attend. The letter shall be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT on N/A.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.



### **3. Pre-Proposal Conference**

A Pre-proposal Conference may be held on the day and time shown on the table above at the address shown below. Contact the Procurement Manager for directions.

Location Name: Public School Facilities Authority  
Room: \_ Multi-Purpose Conference Room  
Address: 1312 Basehart Rd., SE, Suite 200  
City/State/Zip: \_ Albuquerque, NM 87106 \_  
Phone: 505-468-0298  
Email: [rjohnson@nmmpsfa.org](mailto:rjohnson@nmmpsfa.org)

### **4. Intent to Respond to RFP**

Potential Offerors must provide written notice on Attachment A “Intent to Respond to RFP” in order to have their organization placed on the procurement distribution list. The notice shall be signed by an authorized representative of the organization, dated, and returned by close of business by the date shown on the table above to the Procurement Manager.

The Procurement Distribution List will be used for the distribution of written responses to questions and any RFP amendments. Failure to provide notice your organization’s “Intent to Respond to RFP” shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the Distribution List.

### **5. Deadline to Submit Written Questions**

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on the date shown on the table above. All written questions must be addressed to the Procurement Manager.

### **6. Response to Written Questions/RFP Amendments**

Written responses to written questions and any RFP amendments will be distributed on the date and time shown on the table above to all potential Offerors whose organization name appears on the procurement Distribution List.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than three (3) days after the answers and/or amendments were issued.

Any modifications to this Request for Proposals shall be made by the Procurement Manager via written addendum with copies sent to all firms on the procurement Distribution List. Only written communications shall be binding.

### **7. Submission of Proposals**

Proposal shall be delivered at the date and time stated in the RFP Schedule, to the location stated herein. Your proposal may be hand-delivered, delivered by a common carrier such as UPS or FedEx, or the USPS. Faxed or e-mailed proposals will not be accepted. Regardless of the method you choose to deliver your proposal, late proposals will not be accepted under any circumstances. It is the Offeror’s responsibility to ensure that the proposal is delivered to the correct location at the appointed time. Your Proposal shall be sealed in an envelope or box and shall be clearly identifiable on the outside of the envelope or box as to its contents.

Mark the outside of the envelope or box as follows:

**“RFP # MEASUREMENT AND VERIFICATION (M&V) SOFTWARE AS A SERVICE 06-2019”**

Deliver Proposal to:  
ATTN: Randy Johnson  
c/o Public School Facilities Authority (PSFA)  
Address: 1312 Basehart Rd., SE, Suite 200  
City/State/Zip: Albuquerque, NM 87106  
Phone: 505-468-0298

**8. Proposals Screened & Distributed to Committee**

The evaluation of proposals will be performed by an Evaluation Committee, whose members are selected by the Procurement Manager. The Committee will be comprised of a minimum of three (3) but not more than five (5) members.

The Procurement Manager will review each proposal package to determine that all Mandatory requirements for submittal have been met. The unopened Cost Proposal packages shall be separated from the Technical Proposals and locked away for evaluation after the Technical Proposals have been scored and ranked.

The evaluation process will commence on the date and time shown in the table above. During the process, the Procurement Manager may, at her/his option, may initiate discussions with Offeror(s) who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. Proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

Each Evaluation Committee Member, prior to any discussion or meeting as a group regarding the submitted proposals, will individually/independently evaluate the Technical Proposals, and submit their individual completed Initial Proposals Evaluation Sheets to the Procurement Manager for an initial ranking/scoring of the Offerors. After the initial ranking is completed, the Procurement Manager will convene the Committee as a group to collaboratively evaluate the Offerors Technical Proposals and submit their individual Final Proposals Evaluation Sheets to the Procurement Manager.

After the Final Technical Scoring/Ranking is completed by the Procurement Manager, the Cost Proposals will then be opened and evaluated, scored, and ranked. The rank of the Technical Proposal will be added to the rank of the Cost Proposal to determine the short list of Offerors (Finalist) to be interviewed. **PSFA reserves the right to hold interviews, or not, depending on the outcome of the Technical and Cost Proposal evaluations.**

**9. Selection of Finalists**

Offerors will be notified of the status of the Selection of Finalists “unofficially” by e-mail with a return receipt, or by certified mail. If you are not selected as a finalist, you will also be notified “unofficially” by e-mail with a return receipt or by certified mail. The e-mail notification or letter shall serve as notice to stand down from the procurement process.

## **10. Interviews with Finalists, If Applicable/Held**

Interviews may be conducted if the Evaluation Committee determines it is in the best interests of PSFA to do so. Finalists will be notified by e-mail with return receipt and/or in writing, if a pre-interview meeting will be held for the purpose of distributing questions, rules and schedules for interviews.

The Procurement Manager will schedule the time for each Offeror's presentation. The place and time of interviews will be determined by the number of Offerors on the short list. Presentations shall be held at the location specified in the Finalist Notification Letter.

PSFA reserves the right to award a single contract or multiple contracts based on an Offeror's qualifications and overall proposal. PSFA may conduct interviews with Offerors where more than one proposal has been submitted in a region if deemed necessary by the evaluation committee.

## **11. Final Evaluation Review/Recommendation for Award**

The recommendation for award(s) will be finalized with the most advantageous Offeror(s) by the date and time shown on the table above. This date is tentative. In the event that mutually agreeable terms cannot be reached within the time specified, PSFA reserves the right to finalize an agreement with the next most advantageous Offeror without undertaking a new procurement process. The most advantageous proposal may or may not have received the most points.

The Procurement Manager reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request for Proposals; and unless otherwise specified, to accept any item in a proposal.

## **12. Contract Negotiations**

Upon approval of award, the Procurement Manager and Evaluation Committee may negotiate the final contract(s). If PSFA and the Offeror cannot reach an agreement on the contract terms and conditions, PSFA may terminate negotiations with the first ranked Offeror and then go to the second ranked Offeror and negotiate a contract. If the second ranked Offeror cannot reach an agreement, PSFA reserves the right to cancel the procurement and re-advertise the solicitation.

## **13. 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 Standard Time/Daylight Time on the 15<sup>th</sup> day. 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 Protest Manager.

Protests received after the deadline will not be accepted.

## C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the applicable provisions of CFR Title 47 Chapter I Subchapter B Part 54 Subpart F and the State of New Mexico Procurement Code Sections 13-1-28 through 13-1-199. This General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the projects will be completed.

### 1. Acceptance of Conditions Governing the Procurement

Offerors **shall** indicate their acceptance of the Terms, Conditions, and Specifications Governing the Procurement in its letter of transmittal. Submission of a proposal constitutes acceptance of the Proposal Evaluation Factors contained in this RFP.

### 2. Incurring Cost

Any cost incurred by Offeror(s) 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 the proposed equipment and/or system 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 with PSFA which may derive from this RFP. PSFA entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### 4. Subcontractors/Consent

Use of subcontractors **shall** be clearly explained in the proposal, and major subcontractors must be identified by name. 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 PSFA 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 in the transmittal letter. PSFA 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.

## 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## 8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by PSFA. 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:
  1. confidential financial information concerning the Offeror's organization;
  2. data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
  3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or PSFA 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 PSFA, the State of New Mexico or any of its Agencies to the eventual rental, lease, purchase, etc. of any equipment, software, or services offered 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 PSFA determines such action to be in the best interest of PSFA, and the State of New Mexico.

## 11. Sufficient Appropriation

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

## 12. Legal Review

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

In the event Offeror's forms or parts of forms are included as an attachment, Offeror agrees that, in the event of inconsistencies or contradictions, the terms and conditions of this solicitation document shall supersede and control over those contained in the Offeror's forms regardless of any statement to the contrary in an Offeror's form(s) or proposal. Notwithstanding the preceding sentence, PSFA reserves the right to consider the Offeror's additional terms and conditions and negotiate as necessary and applicable to the category of goods, services, or combination of goods and services offered by the Offeror in response to this RFP. Unless PSFA specifically agrees in an express written amendment of this solicitation, terms and conditions on Offeror's forms shall be of no effect.

### 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 PSFA 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

In additions to the Terms and Conditions listed verbatim in this RFP, the Terms and Conditions contained in the Services Contract/Agreement (*herein after referred to as Sample Agreement*) are equally applicable to this solicitation/procurement process, and are incorporated herein and made a part of this RFP to the same extent as if they have been set out verbatim. A PDF Version of the Sample Agreement is located at, and Contractors participating in this RFP process, shall obtain a copy from website: [www.nmpsfa.org](http://www.nmpsfa.org).

The contract between a PSFA and a contractor will follow the format specified by PSFA and contain the terms and conditions set forth in the Sample Agreement. However, the contracting PSFA reserves the right to negotiate provisions in addition to those contained in this RFP Sample Agreement 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.

PSFA discourages exceptions from the contract terms and conditions as set forth in this RFP and Sample Agreement. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Evaluation Committee or the Procurement Manager, 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/contract rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Agreement strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Evaluation Committee or Procurement Manager 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 Agreement are not acceptable to 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 (the RFP process prior to selection as successful Offeror), 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 (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

PSFA may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided in the RFP, offers may not be submitted for quantities less than those specified. PSFA reserves the right to make awards to multiple contractors on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Offeror specifies otherwise in the offer.

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

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with PSFA. Please see Section II.C.15 for requirements.

**The Evaluation Committee or Procurement Manager may, in its sole discretion, evaluate or consider any additional terms and conditions submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Bidder's response. By execution and delivery of this Request for Proposal and response(s), the Bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless expressly accepted by PSFA.**

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between PSFA and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

The Evaluation Committee may, via the Procurement Manager, 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.

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee/Procurement Manager 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.

## **20. Change in Contractor Representatives**

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

**21. 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.

**22. PSFA Rights**

PSFA reserves the right to accept all or a portion of a potential Offeror's proposal.

**23. Cost Adjustments**

Pursuant to 13-1-161, NMSA 1978, Price Adjustments, PSFA hereby agrees to review a request by an Offeror awarded a contract to an adjustment in hourly rates at the end of a contract period, prior to the extension of the contract awarded for a consecutive year. Contractor(s) must provide detailed documentation and assessment as to the reasons for the request for an increase in price. PSFA will evaluate the request and write a determination to allow negotiations, or deny an adjustment to costs pertaining to the services proposed and agreed upon in the agreement.

**24. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from PSFA written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or PSFA 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.

**25. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of PSFA/State of New Mexico.

**26. Indemnification**

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

**27. 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 PSFA.

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 PSFA's written permission.



## **28. Internet Access & E-mail address required**

A large part of the communication regarding this procurement will be conducted via the School/PSFA/PSFA website and by electronic mail (e-mail). Offeror must have Internet Access and a valid e-mail address to receive correspondence.

## **29. 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 PSFA, the Offeror acknowledges that the version maintained by PSFA shall govern. Please refer to: [www.nmpsfa.org](http://www.nmpsfa.org).

## **30. 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 State 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 <http://www.insurenemexico.state.nm.us/>.
- 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.

## **31. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, Attachment B, as a part of their proposal. This requirement applies regardless 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.

## **32. 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.

### **33. 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 any State Agency, PSFA or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State Agency, PSFA or local public body;
  - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. 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;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. 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;
  - 3. 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;
  - 4. 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.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. 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.
    - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any Federal Agency, State Agency, PSFA 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 Purchasing Agent or PSFA's Chief Procurement Officer 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 State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

#### **34. New Mexico Preferences**

See Article IV, Section C, Paragraph 6.

#### **35. Requirement for Bid Security**

Bid security shall be required for construction contracts when the price is estimated to exceed twenty-five thousand dollars (\$25,000). Bid security in an amount equal to at least five percent of the amount of the bid shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the State Agency, PSFA or a local public body.

#### **36. Bonding of subcontractors**

When applicable, subcontractors shall be required to provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more. (Reference 13-1-148.1 NMSA 1978)

#### **37. Public Works Act**

Any contract or project resulting from this RFP shall comply with the applicable provisions NMSA Article 4 Public Works, including but not limited to Section 13-4-10 through 13-4-17 NMSA 1978“Public Works Minimum Wage Act” and 13-4-18 NMSA 1978 Construction contract performance and payment bonds.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

#### B. NUMBER OF COPIES

##### 1. Hard Copy Responses

Offeror's proposal must be clearly labeled, numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors shall deliver:

1. **Technical Proposals** – One (1) ORIGINAL HARD COPY and one (1) Electronic Copy (USB Jump Drive) of the proposal containing ONLY the Technical Proposal. **The electronic version/copy can NOT be emailed.**
2. **Cost Proposals** – One (1) ORIGINAL HARD COPY and one (1) Electronic Copy (USB Jump Drive) of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders and sealed envelopes from the Technical Proposals. **The electronic copy can NOT be emailed.**

The electronic version/copy of the proposals **must** mirror the physical binders submitted. **The electronic version can NOT be emailed.**

3. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this RFP may be deemed non-responsive and rejected on that basis.

#### C. PROPOSAL FORMAT

All proposals must be typewritten or printed sheet faces of text and/or graphic material on standard 8 1/2" x 11" paper (larger paper, 11" x 17", is permissible for charts, spreadsheets, etc.) and placed in a three (3) binder with labels/tabs identifying each section. **If there is any question regarding format requirements they shall be directed to the Procurement Manager's office for clarification, prior to submittal of documents.**

**Submit one (1) each printed, signed, and dated original Technical Proposal (Volume 1) and Cost Proposal (Volume 2), clearly marked "Original" and two (2) separate USB Jump Drives (one (1) Jump Drive each for Volume I and Volume II) in PDF format. The required quantity of copies must be submitted to Procurement Manager at the location specified herein on or before the closing date and time for receipt for proposals for a proposal to be considered responsive to this RFP.** The Cost Proposal (Volume 2) inclusive of the Jump Drive, shall be submitted in a sealed envelope and clearly identified on the outside of the envelope as the Cost Proposal.

## 1. Proposal Content and Organization

Proposals shall contain concise responses to satisfy the requirements of this Request for Proposals with an emphasis on completeness and clarity. Proposals shall follow the same sequence and outline as the Request for Proposals. **Each paragraph or question including associated number shall be restated followed by the Offeror's response to that item.**

### General RFP Submittal Guidelines

- a. Non-conforming RFP submittals may be rejected. Please read all instructions carefully.
- b. Comply with all RFP requirements.
- c. Evidence of insurance shall be included in the proposal in the form of a current Certificate of Insurance.

### Non-Conforming Proposal

Any proposal deemed non-conforming by the Procurement Manager in regard to format will be considered non-responsive. Offerors shall contact the Procurement Manager to clarify any questions concerning format prior to submission.

### Proposal Signature:

Proposal shall include the complete mailing address of the Offeror and shall be signed by an authorized representative of the Offeror by original signature with the signer's full name and legal title typed below the signature line. Each proposal shall include the Offeror's Federal Employer's Identification Number or Social Security Number as applicable.

### Amendments:

Offeror shall acknowledge receipt of any amendments to this Request for Proposals on Attachment C. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this Request for Proposals shall be issued only by the Procurement Manager in writing.

**The number of pages for Proposal materials *excluding mandatory pages such as the Letter of Transmittal, Table of Contents, and Attachments*, shall not exceed thirty-five (35) (pages shall be sequentially numbered) excluding Attachments A through C.**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

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

Within each section of the proposal, Offerors shall address the items in the order indicated below. Any and all forms provided in this RFP, and required to be submitted, shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in Binder #2.

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

### **Technical Proposal (Binder/Volume 1):**

- a. Letter of Transmittal
- b. Table of Contents

- c. Proposal Summary – Introduction (optional)
- d. Corporate Information/Experience
  - Organizational/Corporate Experience
  - Organizational References (*Minimum of 3 References*)
  - Key Personnel/Resumes
  - Financial Stability (*Financial information considered confidential may be placed in a **Confidential Information** binder*)
- e. Technical Approach
- f. Management Approach
- g. Project Performance History
- h. Other Value Added Services
- i. Attachments:
  - Certificate of Insurance - *Mandatory*
  - Attach State of NM W-9 - *Mandatory*
  - Completed Attachment B, Campaign Disclosure Form – *Mandatory*
  - Attachment C, Acknowledge of Receipt of Amendments - *Mandatory*

*Letter of Transmittal, supra, must include the following information:*

- a. *Identify the submitting organization and NM CRS number*
- b. *Identify name and title, telephone and fax numbers, and e-mail address of the person(s) authorized by the Offeror to contractually obligate the organization for the purpose of this proposal*
- c. *Identify the name, title(s), telephone and fax number(s) and e-mail address of the person authorized to negotiate the contract on behalf of the organization*
- d. *Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification questions regarding this RFP*
- e. *Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Article II, Part C, Paragraph 1 of this Request for Proposals.*
- f. *Be signed by a person authorized to contractually obligate the organization*
- g. *Acknowledge receipt of any and all amendments/addenda to this RFP*

**Cost Proposal (Binder/Volume 2):**

- 1. Completed Cost Response

Cost Proposal shall be submitted in a SEALED ENVELOPE clearly marked on the outside of the envelope as follows:

“Cost Proposal #PSFA ERCS-05-2019”

Name of Firm

NOTE: The Cost Proposal Sealed Envelope may be inserted inside Volume 1 to ensure that it is not misplaced.

Cost Proposal shall be a Total Firm-Fixed Priced (FFP) Proposal; however, Offerors shall provide a breakdown of costs to perform the work/provide the services/goods. Costs proposed should be in direct relationship to the services/goods offered in relation to the Technical Approach and Other Value Added Services. Pricing and cost data shall be provided as described below.

The Cost Proposal shall be sealed in an envelope that is identified with the Offeror's name marked "COST PROPOSAL" and must be submitted with the Offeror's proposal. The Cost Proposal (FFP) shall be, exclusive of New Mexico Gross Receipts Tax (NMGRT).

The cost proposal shall explain the pricing structure for all software, hardware, integration, and other services required for the project. Include an itemized list of all direct and indirect costs (e.g., personnel, travel, supplies, fringe benefits) associated with the implementation of proposed software. The proposal shall also address the following: software set-up fees (e.g., software configuration, programming, license, training, technical support and maintenance and any additional optional or bundled service or fees. In addition, the proposal shall provide a license and maintenance fee schedule for years one through five.

By submitting a proposal, the Offeror certifies that its pricing was developed independently and without collusion, communication, consultation, or agreement related to pricing in any manner with other Offerors, competitors or public employees.

Each Offeror shall clearly indicate (mark by page, etc.) if elements of this section are requested to be treated as proprietary.

#### **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 (See Exhibit A) RESERVED (See Article I)**

##### **B. TECHNICAL SPECIFICATIONS (See Exhibit A) RESERVED (See Article I)**

###### **1. Organizational Experience**

Offerors **must**:

- a) Provide a description of relevant corporate experience with state government and private sector services.
- b) Describe at least two project successes and failures of a similar scope of work. Include how each experience improved the Offeror's services.

###### **2. 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.

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, PSFA 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.

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) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

### **3. Oral Presentation (*Evaluation Optional Requirement*)**

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of PSFA. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

## **C. BUSINESS SPECIFICATIONS**

### **1. Financial Stability**

Offerors Financial Stability shall be assessed as prescribed under the applicable standards contained in Determination of Responsibility of Contractors' Financial Viability Guidance and Matrix documents located at:

[http://www.nmpsfa.org/files/1\\_Determination\\_of\\_Financial\\_Viability\\_Guidance\\_and\\_Matrix.pdf](http://www.nmpsfa.org/files/1_Determination_of_Financial_Viability_Guidance_and_Matrix.pdf)

and by utilizing the DECLARATION & CONFIRMATION OF FISCAL VIABILITY – Form COFV-Ver. 1-2018(sm) located at:

[http://www.nmpsfa.org/files/2\\_DECLARATION\\_CONFIRMATION\\_OF\\_FISCAL\\_VIABILITY\\_Form.pdf](http://www.nmpsfa.org/files/2_DECLARATION_CONFIRMATION_OF_FISCAL_VIABILITY_Form.pdf)

### **2. Bid/Performance/Payment Surety Bond**

Bid Bond shall be required of Offerors for any proposal with construction services when the price is estimated to exceed twenty-five thousand dollars (\$25,000). Bid Bond in an amount equal to at least five percent of the amount of the Proposal shall be a bond provided by a surety company authorized to do business in this state, supplied in a form satisfactory to the state agency or local public body.

Offeror(s) must have the ability to secure a Performance/Payment Surety Bond in favor of PSFA to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance/Payment Surety Bond must be available to the Agencies at time of contract award. **A statement of concurrence must be submitted in the Offeror's proposal.**

### **3. Letter of Transmittal Form**

The Offeror's proposal **must** be accompanied by the Letter of Transmittal. The letter **must** be completed and must be signed by the person authorized to obligate the company.

**4. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See Attachment B)

**5. Cost**

Cost will be measured by one-time and recurring costs. All charges must be justified and evidence of need documented in the proposal.

Any fee schedule submitted must include labor, equipment, materials, travel, etc., as it relates to this solicitation.

**6. Resident Business or Resident Veterans Preference**

For the RFP Processes:

Resident business, resident veteran business, resident contractor and resident veteran contractor shall, if they meet the requirements set forth in New Mexico Procurement Code Sections 13-1-21, 13-1-22 NMSA 1987, if their proposal was submitted under a formal request for proposal process, and the contract is to be awarded based on a point-based system, be afforded preference in the form of additional points equivalent to five percent (5%) of the total possible points for resident business/contractors, and additional points equivalent to ten percent (10%) of the total possible points for resident veteran business/contractors.

In no event will a business be awarded both a resident business preference and a resident veteran business preference in any single procurement/contractual action.

**D. Insurance Requirements**

Contractors shall submit with their Proposal and prior to any work/services to be performed for any project under any Agreement issued, proof of insurance via Certificate of Insurance for all applicable coverages. The listings of applicable coverages are contained in Article 22 of the Sample Agreement.

## 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 potential Offeror proposals by sub-category.

| <b>Factors</b>                                                                                                            | <b>Points Available</b>                                                                   |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>Technical Specifications</b>                                                                                           | Points must be assigned and defined for all factors (must total 100% of available points) |
| Organizational Experience ( <i>Combined a thru d Total</i> )                                                              |                                                                                           |
| a. Corporate Information/Experience                                                                                       | 5                                                                                         |
| b. Key Personnel                                                                                                          | 5                                                                                         |
| c. Technical Approach                                                                                                     | 10                                                                                        |
| d. Management Approach                                                                                                    | 5                                                                                         |
| Organizational/Project Performance References                                                                             | 5                                                                                         |
| Oral Presentations/Interview ( <i>If Applicable - An additional 50 Points may be assigned for a total of 150 Points</i> ) | (50)                                                                                      |
| Mandatory Specification                                                                                                   | 20                                                                                        |
| Desirable Specification                                                                                                   | 15                                                                                        |
| <b>Business Specifications</b>                                                                                            |                                                                                           |
| Financial Stability                                                                                                       | Pass/Fail                                                                                 |
| Performance/Payment Surety Bond (For any Proposal \$25k & over)                                                           | Pass/Fail                                                                                 |
| 5% Proposal/Bid Bond (For any Proposal \$25k & over)                                                                      | Pass/Fail                                                                                 |
| Letter Of Transmittal                                                                                                     | Pass/Fail                                                                                 |
| Signed Campaign Contribution Disclosure Form                                                                              | Pass/Fail                                                                                 |
| Applicable Insurance Certificates                                                                                         | Pass/Fail                                                                                 |
| Certificate or Proof of Public Works Registration (For any Proposal \$60k & over)                                         | Not Applicable                                                                            |
| Cost                                                                                                                      | 35                                                                                        |
| <b>TOTAL without Interview</b>                                                                                            | <b>100 points</b>                                                                         |
| <b>TOTAL with Interview</b>                                                                                               | <b>150 points</b>                                                                         |

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

#### 1. Organizational Experience

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

##### a. *Corporate Information/Experience*

The Evaluation Committee will evaluate the information provided by each Offeror that documents overall qualifications, experience, background, capacity, and number of years of experience regarding the type of services required for the Offeror, team, and/or joint venture.

***b. Key Personnel***

The Evaluation Committee will evaluate the information provided by each Offeror that documents qualifications, background, experience, and availability to perform all aspects of the work for key personnel proposed for the type of services required.

***c. Technical Approach***

The Evaluation Committee will assess each Offeror's detailed description of the services to be provided and how they will be provided, including major tasks and subtasks, description of any proposed team(s), roles of each member of the team, and how the team is organized and managed including any proposed subcontractor(s) to perform the work.

***d. Management Approach***

The Evaluation Committee will consider each Offeror's approach to managing multiple projects and/or geographical area(s) including proximity to and familiarity with defined geographical area(s) in which projects may be located; staff levels, qualifications, and location and percentage of time available for projects.

**2. Organizational/ Project Performance References (See Table 1)**

The Evaluation Committee will review details submitted by each Offeror on projects performed within the past five (5) years as well as any current projects or contracts with government agencies and private industry with respect to such factors as relevance to the type of services required by this Request for Proposals, control of costs, quality of work, and ability to meet schedules. Provide the name of the firm/agency, address, telephone number and a contact person for the three (3) top projects listed.

**3. Oral Presentation (If Applicable) (See Table 1)**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, PSFA will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor).

**4. Mandatory Specifications**

Points will be awarded based on the Offeror meeting all of the mandatory RFP Terms, Conditions, Requirements and the Statement/Scope of Work contained in this RFP, inclusive of Exhibit A.

**5. Desirable Specifications**

Points will be awarded based on the Offeror matching desirable RFP Terms, Conditions, Requirements and the Statement/Scope of Work contained in this RFP, inclusive of Exhibit A.

**6. Financial Stability**

Pass/Fail only. No points assigned.

**7. Performance & Payment Bond**

If required. Pass/Fail only. No points assigned.

**8. Proposal/Bid Bond**

If required. Pass/Fail only. No points assigned.

**9. Letter of Transmittal**

Pass/Fail only. No points assigned.

**10. Campaign Contribution Disclosure Form**

Pass/Fail only. No points assigned.

**11. Certificate of Public Works: RESERVED**

**12. Cost**

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror’s Bid}} \times \text{Available Award Points}$$

**13. New Mexico Preferences**

Resident Business or Resident Veterans Preference

For the RFP Processes:

Resident business, resident veteran business, resident contractor and resident veteran contractor shall, if they meet the requirements set forth in New Mexico Procurement Code Sections 13-1-21, 13-1-22 NMSA 1987, if their proposal was submitted under a formal request for proposal process, and the contract is to be awarded based on a point-based system, be afforded preference in the form of additional points equivalent to five percent (5%) of the total possible points for resident business/contractors, and additional points equivalent to ten percent (10%) of the total possible points for resident veteran business/contractors.

In no event will a business be awarded both a resident business preference and a resident veteran business preference in any single procurement/contractual action.

**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 verifiable sources to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to PSFA taking into consideration the evaluation factors in Section IV will be

recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

5. All final calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee, with all members in attendance.
6. A maximum total of 100 points are possible in scoring each proposal for determining the shortlist of firms for further evaluation. The Evaluation Committee will evaluate the proposals and if it is determined that Offerors will be interviewed, the Procurement Manager will notify the Shortlist Finalists. Offerors that do not make the Shortlist will also be notified.
7. All committee rankings are public record and will be available for public inspection at PSFA offices after final award of contracts. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

| Scoring |     | Numerical Ranking                     |
|---------|-----|---------------------------------------|
| Firm A  | Tie | $(1\text{st} + 2\text{nd}) / 2 = 1.5$ |
| Firm B  | Tie | $(1\text{st} + 2\text{nd}) / 2 = 1.5$ |
| Firm C  | 3rd | = 3                                   |

A tie for first, at the end of the final rankings after the completion of evaluation of proposals shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the chairman of the Evaluation Committee

8. The Procurement Manager shall notify all finalists in writing of the final results of the interviews, if held, and the overall selection process.

**EXHIBIT A  
TO  
AGREEMENT NUMBER**

**SCOPE OF WORK**

**1.0 SCOPE OF WORK**

The proposed work consists of the selected contractor(s) providing all required work, furnishing all labor, materials, supplies, appropriate equipment, transportation, fees, permits, taxes, supervision, and administration necessary to perform and complete any and all work/services, awarded to contractor, in accordance with the specification and requirements contained in this RFP and the resultant Agreement.

Software as a Service: Energy collection, cloud-based data storage, energy dashboards, school-based server configured to connect meters to end users, software front end for PSFA to track all state schools. In brief:

- a. Provide energy monitoring software subscription for (30) to (50) school facilities, connected to electric, gas/propane and water meters per attached spreadsheet. (Some facilities may have multiple buildings and up to (20) meters.) Meters used include, but are not limited to, Electro-Industries Shark electric meters, Veris electric meters, EMON-DMON electric meters, Onicon gas meters, Onicon water meters, Badger water meters. At their discretion, PSFA may purchase either a 1-year or a 3-year subscription. Provide data collection with Cloud storage.
- b. Provide energy dashboards for use by school districts/PSFA/students. A more detailed dashboard will be used by district energy managers and PSFA expert users. A simple, intuitive dashboard will be used by facilities staff and students. Dashboards should be viewable on standard computer screens as well as by cell phone. Dashboards shall have levels of access, for public users as well as expert users.
- c. Provide a data front end for PSFA that provides an intuitive, graphical way to view and compare energy and water data sets between schools and districts.
- d. Provide the option of school-based servers (nodes) for collection of data from multiple meters and transfer to Cloud-based data storage. As required, offer the ability to collect data through existing Sierra Monitors QuickServers in lieu of proprietary nodes.
- e. Provide technical assistance to enable setup of nodes, acquisition of data from meters, and storage and display of data in Cloud and in energy dashboards.
- f. Integration of software is to begin within 1 week after the end of contract negotiations. Software for a specific facility is to be fully operable after completion of hardware installation (other than vendor-installed server, if applicable), provision of the IP address to the vendor, and notice to proceed from PSFA.

Specifications:

**SECTION 1 GENERAL REQUIREMENTS**

- A. Requirement is for a cloud-based energy monitoring platform for school facilities. Schools shall be connected on an as-requested per project basis.
- B. All software upgrades and associated costs of maintenance, upgrade, patching, and service to the cloud-based servers shall be borne by the selected vendor/contractor (hereafter

termed, “contractor”) for the life of the contract. There shall be no cost to the owner(s) for the duration of the contract(s) for upgrades.

- C. Owner shall be notified if the contractor needs to provide site-based upgrades inclusive of firmware and functional software upgrades. The site-based software upgrade shall be implemented without interruption to the monitoring and operational functions of the system. The owner also reserves the right to refuse software upgrades unless the upgrade provides a viable fix to identifiable software/hardware discrepancies or “bugs”.
- D. Each new project (installation) shall be delivered as determined by facility management on an as needed basis and shall require contractor to provide itemized pricing for each project inclusive of system monitoring devices, material and installation cost breakouts for each project. Software and associated hosting services shall also be included in each proposal. Each new project shall be a seamless expansion to the original installed system. All installation and provision of monitoring devices and system devices shall be designed, engineered and supervised by the selected manufacturer or their qualified representative. Installation of new, or expansion of existing metering, shall be by a licensed electrician and/or coordinated with the facility management.
- E. Selected contractor shall provide an expandable system capable of providing monitoring and analytical services system-wide, including but not limited to consumption and production of the following energy sources and water, and meteorological conditions:
  - i. Electricity
  - ii. Natural gas
  - iii. Domestic and irrigation water metering
  - iv. Ambient air temperature, humidity, wind speed
  - v. Renewable energy sources, including solar and wind energy
- F. All new and existing projects provided shall have the capability of being monitored through the Internet on desktop/laptop, mobile telephone or tablet hardware without utilization of specific mobile or desktop applications or software being installed on any device. No system functions inclusive of configuration, system architecture, programming monitoring or analytical services shall require the installation of a custom application on any interface device. No license key authentication by dongles or “key fobs” shall be required. All installed systems shall be accessible on a single platform with a single set of login credentials allowing access to all owner resources and their associated data.
- G. Contractor shall allow owner to add, delete or alter metering structure as system expands. No extra charge to the owner will be assessed for any change of up to 3 meters per facility after original connection is established.
- H. Contractor shall be able to implement various software and field server security features, as described in contractor’s proposal.



## SECTION 2 ENERGY PLATFORM SERVICES AND FUNCTIONS

## 2.1 ANALYTICS AND PRESENTATION

- A. At least 2 preconfigured energy dashboards/views shall be provided for each site at time of connection, per the owners instructions. These dashboards shall address the need for a sophisticated utility use viewing tool and a simple, intuitive utility dashboard.
- B. It must be possible for the owner to create alternative dashboards views to the more complex dashboard noted in (A) without the intervention of the vendor.
- C. Web interfaces shall be fully compatible (at least) with Chromium-based browsers and shall use hypertext transfer protocol secure (HTTPS) protocol. Contractor/vendor shall be responsible for maintaining website certificates.
- D. No software plug-ins or browsers shall be required for full and proper operation.
- E. Any apps must be Android compatible.
- F. Software must be capable of providing real-time monitoring and graphical updates while data is visible.
- G. All data screens must be automatically sized to fit the viewing area of the device being used for viewing. Site must be capable of showing live real-time data on mobile screens as small as a cellular phone.
- I. Data acquisition and analytics capabilities shall include as a minimum:
  - i. The software must have the ability to predict energy usage for the current day and the current month based on historical consumption data.
  - ii. The software must have the ability to show the expected power usage profile for the current day based on historical power usage and historical or predicted climate information (such as ambient temperature, expected temperatures).
  - iii. The software must provide financial figures of merit on the dashboard, such as savings from a previous month or other comparative monthly costs.
  - iv. The software must be able to raise an alarm if a demand threshold is about to be exceeded.
- J. Regular reports (as defined by the owner as daily or monthly) must be automatically created by the software and made available to previously-identified individuals. It must be noted if data is insufficient to produce a report of usage, and the reason for the inability must be stated.

## 2.2 ARCHIVING OF DATA AND REPORTS

- A. Historical data (no greater interval than 15 minute) must be saved and made available to the owner from the time of system connection. The data is the property of the owner and must be available at no charge for downloading should the owner decide to terminate the subscription agreement with the contractor.

# **ATTACHMENTS**

**ATTACHMENT A**  
**INTENT TO RESPOND TO RFP FORM**

**REQUEST FOR PROPOSALS**

**TITLE: RFP # PSFA M&V-06-2019**

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

This acknowledgement of receipt shall be signed and returned to the Procurement Manager no later than close of business on July 12, 2019, the close of business is 5:00 PM MST. Failure to return this form with the intention of submitting a proposal will jeopardize the receipt Offeror written questions and PSFA’s written responses to those questions as well as RFP amendments if any are issued.

**FIRM:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE No. :( )** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ALTERNATE CONTACT INFO**

**NAME:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_

**PHONE No. :( )** \_\_\_\_\_

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

**Place an “X” on the appropriate statement below:**

\_\_\_ Firm **DOES INTEND** to respond to this Request for Proposals.

\_\_\_ Firm **DOES NOT INTEND** to respond to this Request for Proposals.

**Procurement Manager:**

Name: Randy Johnson  
Title: Procurement Manager  
PSFA Name: Public School Facilities Authority  
Address: 1312 Basehart Rd., SE, Suite 200

TELEPHONE: 505-468-0298  
Fax Number: N/A  
E-mail: [rjohnson@nmopsfa.org](mailto:rjohnson@nmopsfa.org)

## **ATTACHMENT B (Mandatory) CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s)  
(Attach extra pages if necessary)

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Signature \_\_\_\_\_

Title/Position \_\_\_\_\_

Date \_\_\_\_\_

--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

Title (Position)

Date \_\_\_\_\_

**ATTACHMENT C**  
**ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS**  
**TO**  
**RFP #PSFA ERCS-05-2019**

I hereby attest that I have received the following amendment(s) to the RFP # **PSFA ERCS-05-2019** as follows:

AMENDMENT # \_\_\_\_\_ DATE: \_\_\_\_\_

AMENDMENT # \_\_\_\_\_ DATE: \_\_\_\_\_

AMENDMENT # \_\_\_\_\_ DATE: \_\_\_\_\_

AMENDMENT # \_\_\_\_\_ DATE: \_\_\_\_\_

AMENDMENT # \_\_\_\_\_ DATE: \_\_\_\_\_

Signed by: \_\_\_\_\_ TITLE: \_\_\_\_\_