



**The New Mexico Institute of Mining and Technology**  
Request for Proposal (RFP)

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PROJECT NAME: Website Design

PROPOSAL NUMBER: RFP 2507002C

RFP DUE TIME AND DATE: August 13, 2024

PURCHASING CONTACT: Kimela Miller, Chief Procurement Officer  
575-835-5881  
purchasing@nmt.edu

LOCATION: New Mexico Institute of Mining & Technology  
Attn: RFP #2507002C  
Brown Hall, Rm 100  
801 Leroy Place  
Socorro, NM 87801

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## 1. INSTRUCTIONS TO PROPOSERS

- 1.1 It is the Proposer's responsibility to deliver their offer by the date and time indicated in this Request For Proposal (RFP). The date and time of receipt will be stamped on the offer by the Purchasing Services Office and held in a secure place. Offers received later than the due date and time shall not be considered. Offers submitted by fax or email shall not be considered. Proposers should never leave an offer with any New Mexico Institute of Mining and Technology (New Mexico Tech) department or individual for delivery to the Purchasing Services Office.
- 1.2 This RFP contains specific requests for information. However, in responding, Proposers are encouraged to include in their offers any additional information they believe relevant and valuable. Sales and general promotional material should not be included, specific product literature may be included. The offer must be specific and must be responsive to the criteria set forth in this request.
- 1.3 Clarification of instructions, terms and conditions, insurance, and preparation or submission of offers shall be made only by the Purchasing Services Office. No other source within NEW MEXICO TECH is authorized to explain, interpret, or give information concerning this RFP document. Further, no contact between the proposers and the end-users of the goods or services is permitted until an offer is selected and a contract signed. Questions must be submitted in writing and should be restricted to clarification of the RFP. Proposers should reference their questions to specific RFP sections, paragraphs and page numbers. Questions may be faxed to 575-835-5887 or emailed to [purchasing@NMT.edu](mailto:purchasing@NMT.edu). **All questions must be submitted no later than 5:00 P.M. seven (7) calendar days before the proposal is due.** Questions and their answers will be incorporated into an addendum which will be posted on the Purchasing website at <https://nmt.edu/finance/purchasing/index.php>. Receipt of addenda must be noted on the Proposer's offer confirming the receipt of any and all amendments.
- 1.4 This RFP implies no obligation on the part of New Mexico Tech, nor does New Mexico Tech's silence imply any acceptance or rejection of any offer. New Mexico Tech reserves the right to accept or reject any or all offers or any part thereof, and to waive any technicalities or informalities in the offer if in the best interests of New Mexico Tech. Incomplete offers may result in dismissal of all or part of the response.
- 1.5 The offer should be delivered to the Purchasing Services Office at the address shown on page 1. A total of one (1) original and one thumb drive are required. The completed offer must be in a sealed envelope or box marked with "Request for Proposal" and corresponding RFP number. Note: the Purchasing Services Office is closed at lunch M-F from noon until 1:00 p.m. if hand delivering, please time your arrival accordingly.
- 1.6 Each offer must give the complete mailing address of the Proposer and must be signed by the Proposer with the Proposer's legal authorized signature on the forms included in this RFP, electronic signatures are not acceptable. An offer by partnerships must be signed by one of the members of the partnership or by an authorized representative. Offers by corporations must be signed and sealed in the name of the corporation followed by the signature and title of the president, secretary or other person authorized to bind the corporation in the matter. The names of all signers should be typed or printed below the signature. **Unsigned offers will be considered non-responsive and returned to the Proposer.**
- 1.7 Offers will not be opened publicly but shall be opened in the presence of the Chief Procurement Officer and one or more New Mexico Tech representatives.
- 1.8 Offers will be evaluated on their ability to satisfy the requirements stated herein at the best obtainable price. The precise method by which the Proposer shall be evaluated is detailed further in this document.
- 1.9 If a Proposer has assisted with the development of the proposal or has provided specifications, that Proposer MAY NOT submit an offer.
- 1.10 Each offer must be typed and legible. Failure to include all information requested in the RFP documents may render the Proposer's offer non-responsive and the offer may be returned to the Proposer. All information must be entered in ink or typed and corrections must be initialed.

- 1.11 No employee of New Mexico Tech shall have any direct financial interest with any Proposer’s company. Any violation of this provision will render the offer void unless it is approved by the Board of Regents after full disclosure by the employee.
- 1.12 Proposer’s response must be specific and in such form that the evaluation committee may readily compare the response to the appropriate criteria. If invited for an interview or product demonstration regarding this proposal, failure to respond to an invitation to make a presentation to the committee may result in an offer not being considered.
- 1.13 Proposer’s offer must be bound and indexed and must use, where required, the forms provided in the RFP. Proposers should organize each copy of their offer as follows, with a tab / section for each alpha designation and its title, in order to simplify evaluation. If the required format is not followed, the offer may be eliminated from consideration.
- 1.14 The Chief Procurement Officer will make every effort to adhere to the following schedule however the schedule is subject to change.

Action	Responsibility	Date
Issuance of Request for Proposal	New Mexico Tech Purchasing	July 12, 2024
Mandatory Pre-Proposal Conference and Site Visit	New Mexico Tech Purchasing / Proposer	N/A
Deadline for Questions	Proposer	August 5 2024
Deadline for Addendum(s)	New Mexico Tech Purchasing	August 6, 2024
Submission of Offer	Proposers	August 13, 2024

**2. MODIFICATION AND WITHDRAWAL OF OFFER**

- 2.1 Any offer may be modified prior to the established due date in accordance with the requirements of the New Mexico Procurement Code 13-1-1 et seq. NMSA 1984 Supp. A late modification of an otherwise successful offer that makes its terms more favorable to New Mexico Tech will be considered at any time it is received.
- 2.2 If not withdrawn before the proposal opening date and except as otherwise provided in the Procurement Code, no Proposer may withdraw its offer within ninety (90) days after the actual date of the opening. Prior to award, offers may be withdrawn anytime by written notice, or in person by Proposer’s authorized representative.
- 2.2 No Proposer shall be deemed responsible if it has been debarred by New Mexico Tech, if in the preceding twelve months it has failed to perform any contract, or if Proposer’s bonding company has been required to complete the work of a contract for Proposer.

**3. RFP TERMINATION**

- 3.1 This RFP in no manner obligates New Mexico Tech to the eventual purchase of any services or goods described, implied or which may be offered, until confirmed by a written contract. Progress towards this end is solely at the discretion of New Mexico Tech and may be terminated without penalty or obligation at any time prior to the signing of a contract. New Mexico Tech reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals.

**4. EVALUATION CRITERIA**

- 4.1 Offers shall be evaluated by a committee comprised of three to five (3-5) New Mexico Tech employees. Offers must address each of the following criteria. Each offer may be awarded points up to the numeric value listed. Points will be

awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If offer is a Joint Venture, Proposer shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: A Proposer cannot be awarded both a resident preference and a resident veteran business preference. Proposers shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation and Revenue. Offers will be evaluated by New Mexico Tech on the following factors:

#### 4.1.1 Website Design

Identification Number	Evaluation Criteria	Basis for Evaluation
<b>1.0 Experience and Past Performance</b>		Weight 30%
1.1 Ability to provide Website Redesign services	<p>The Proposers should have extensive experience, the ability, capacity, and skill in the area of Web Design, development and implementation. Furnish two to three examples of previous projects similar to the requirements stated in NEW MEXICO TECH's SOW. The information should include the following:</p> <ul style="list-style-type: none"> <li>a. Name and location</li> <li>b. Name, address, email address, and telephone number of owner's representative</li> <li>c. Project description</li> <li>d. Project timeline</li> </ul>	<p>The previous work experience for the firm will be evaluated for their similarity to the requirements of New Mexico Tech as stated in the SOW. In addition, customer satisfaction will be evaluated.</p>
<b>2.0 Approach to Providing Deliverables</b>		Weight 40%
2.1 Approach	<p>Proposer should confirm the approach that they will utilize to provide the required deliverables as described in the SOW.</p> <p>Designs should reflect the ability for security (maintaining security certificates, regular site backups and regular updates), accessibility (text alternative for non-text content, contrast and color, accessible forms), technical performance (mobile-first HTML/CSS), on-page search engine optimization (SEO), and overall design and functionality.</p>	<p>Overall methodology to be employed; analytical procedures to be used; problem-solving techniques used to provide deliverables.</p> <p>Will provide a menu of design services, with timelines and costs, for available services that can and will be provided.</p>
2.2 Reference(s)	<p>Proposer is to provide references for the all proposed key personnel; summary would include their experience with projects of similar size and complexity.</p>	<p>References will be evaluated to determine the adequacy of the individual / firm being offered. Adequacy will be determined by reviewing factors such as:</p> <p>Applicable experience and qualifications toward the proposed project that are similar in scope and nature.</p>
<b>3.0 Cost</b>		Weight 30%

	Proposals should include sufficient cost detail to provide the service requirements of this RFP. Cost assumptions made by the Offeror should be explained in sufficient detail to confirm the Offeror’s understanding of the financial risks and cost elements to meet the requirements of the SOW.	<p>Cost will be considered in the overall evaluation of proposals regarding cost consciousness, cost realism, probable costs, cost reasonableness, financial adequacy, and understanding of the contract requirements as reflected in the cost and financial information.</p> <p>Proposals that do not reflect a reasonable relationship of cost to the work to be performed may be viewed as a failure to comprehend the contract requirements.</p>
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4.1.2 Content Management System (CMS)

Identification Number	Evaluation Criteria	Basis for Evaluation
<b>1.0 Experience and Past Performance</b>		Weight 30%
1.1 Ability to provide Content Management System	<p>The Proposers should have extensive experience, the ability, capacity, and skill in the area of Content Management Systems. Furnish two to three examples of previous projects similar to the requirements stated in NEW MEXICO TECH’s SOW. The information should include the following:</p> <ul style="list-style-type: none"> <li>a. Name and location</li> <li>b. Name, address, email address, and telephone number of owner’s representative</li> <li>c. Project description</li> </ul>	The previous work experience for the firm will be evaluated for their similarity to the requirements of New Mexico Tech as stated in the SOW. In addition, customer satisfaction will be evaluated.
<b>2.0 Approach to Providing Deliverables</b>		Weight 40%
2.1 Approach	<p>Proposer should confirm the approach that they will utilize to provide the required deliverables as described in the SOW.</p> <p>Proposer will provide a dedicated account manager. The account manager or backup would be available at all times.</p> <p>Proposer will be available to provide systemic or programmatic changes to content by CMS provider as quoted in proposal.</p>	<p>Overall methodology to be employed; analytical procedures to be used; problem-solving techniques used to provide deliverables.</p> <p>Services should follow best practices for redundancy, failover, security, and availability.</p> <p>Service Level Agreement(s) that describe the product must be provided with the proposal and will be evaluated. This should include analytics, disaster</p>

		recovery, support response times, and business continuity plans.
2.2 Reference(s)	Proposer is to provide references for the all proposed key personnel; summary would include their experience with projects of similar size and complexity.	References will be evaluated to determine the adequacy of the individual / firm being offered. Adequacy will be determined by reviewing factors such as:  Applicable experience and qualifications toward the proposed project that are similar in scope and nature.
<b>3.0 Cost</b>		Weight 30%
	Proposals should include sufficient cost detail to provide the service requirements of this RFP. Cost assumptions made by the Offeror should be explained in sufficient detail to confirm the Offeror's understanding of the financial risks and cost elements to meet the requirements of the SOW.	Cost will be considered in the overall evaluation of proposals regarding cost consciousness, cost realism, probable costs, cost reasonableness, financial adequacy, and understanding of the contract requirements as reflected in the cost and financial information.  Proposals that do not reflect a reasonable relationship of cost to the work to be performed may be viewed as a failure to comprehend the contract requirements.

#### 4.1.3 Web Hosting

Identification Number	Evaluation Criteria	Basis for Evaluation
<b>1.0 Experience and Past Performance</b>		Weight 30%
1.1 Ability to provide Web Hosting	The Proposers should have extensive experience, ability, capacity, and skill in the area of enterprise Web Hosting. Furnish two to three examples of previous projects similar to the requirements stated in New Mexico Tech's SOW. The information should include the following: a. Name and location b. Name, address, email address, and telephone number of owner's representative c. Project description	The previous work experience for the firm will be evaluated for their similarity to the requirements of New Mexico Tech as stated in the SOW. In addition, customer satisfaction will be evaluated.
<b>2.0 Approach to Providing Deliverables</b>		Weight 40%
2.1 Approach	Proposer should confirm the approach that they will utilize to provide the	Overall methodology to be employed to provide deliverables.

	<p>required deliverables as described in the SOW.</p> <p>Proposer will provide a dedicated account manager. The account manager or backup would be available at all times (24x365).</p> <p>Proposer must provide evidence of having and providing technical resources. Proposer must also provide evidence that previous and/or existing clients were/are being served adequately.</p>	<p>Services should follow best practices for redundancy, failover, security, and availability.</p> <p>Service Level Agreement(s) that describe the product must be provided with the proposal and will be evaluated. This should include analytics, disaster recovery, support response times, and business continuity plans.</p>
2.2 Reference(s)	<p>Proposer is to provide references for the all proposed key personnel; summary would include their experience with projects of similar size and complexity.</p>	<p>References will be evaluated to determine the adequacy of the individual / firm being offered. Adequacy will be determined by reviewing factors such as:</p> <p>Applicable experience and qualifications toward the proposed project that are similar in scope and nature.</p>
<b>3.0 Cost</b>		<b>Weight 30%</b>
	<p>Proposals should include sufficient details of the cost to provide the service requirements of this RFP. Cost assumptions made by the Offeror should be explained in sufficient detail to confirm the Offeror’s understanding of the financial risks and cost elements to meet the requirements of the SOW.</p>	<p>Cost will be considered in the overall evaluation of proposals regarding cost consciousness, cost realism, probable costs, cost reasonableness, financial adequacy, and understanding of the contract requirements as reflected in the cost and financial information.</p> <p>Proposals that do not reflect a reasonable relationship of cost to the work to be performed may be viewed as a failure to comprehend the contract requirements.</p>



- 4.2 The price portion of the proposal shall remain sealed until the evaluation committee has completed its evaluation of the technical portions for all proposers and has prepared technical scores for each. The evaluation committee will evaluate each Proposer's offer and then establish, by consensus, percentage points for each evaluation criteria. Award will be made to the Proposer(s) who receives the highest total score.

## **5. TERMS AND CONDITIONS**

### 5.1 General

- 5.1.1 New Mexico Tech's Terms and Conditions are an equal and integral part of this RFP.

- 5.1.2 This RFP, addenda, and all attachments will be considered to be part of and incorporated into the resultant contract or purchase order by reference.

- 5.1.3 The Proposer shall include all applicable costs in their proposal, including but not limited to licenses, materials and labor.

- 5.1.4 The freight terms shall be Freight Prepaid unless otherwise agreed to at the time of award. The F.O.B. will be destination unless otherwise agreed to at the time of award.

- 5.1.5 This RFP constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered or amended in any way except as provided for this RFP. This RFP and the resultant contract will be interpreted and governed by the Laws of the State of New Mexico.

- 5.2 New Mexico Tech reserves the right to select the combination of goods and services that appear best-suited to meet the needs of New Mexico Tech. New Mexico Tech reserves the right to reject any offer outright even if technically superior, if such an offer exceeds New Mexico Tech's available resources.

- 5.3 In evaluating the responses, the Purchasing Services Office reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract to the Proposer that best serves the interests of New Mexico Tech.

- 5.4 Expenses for developing offers, pre-proposal and site visits, and for demonstrations, if requested, are entirely the responsibility of the Proposer and shall not be chargeable in any manner to New Mexico Tech.

- 5.5 New Mexico Tech reserves the right to negotiate a change in Proposer's representative if the assigned representative is not supplying New Mexico Tech's needs adequately. The right shall carry forward through the RFP period and the full time during which the service acquired as a result of the Request for Proposal is provided to New Mexico Tech.

- 5.6 If Proposer's offer is accepted, the offer and appropriate modifications will be incorporated in the contract entered into between New Mexico Tech and Contractor.

- 5.7 The Purchasing Services Office will contract for the proposed goods and / or services from the selected Contractor. Third-Party Subcontractors to the Contractor will be expected to comply with all terms and conditions of the award. During the term of the agreement, no work is to be performed by the Contractor without the express written consent of the Purchasing Service Office. Any work performed without written authorization shall be at the Contractor's expense. Any resulting agreement will be the exclusive statement of understanding between the parties with respect to its subject matter and shall consist of the following, in order of precedence:

- 1) New Mexico Tech RFP# 2507002C and all addenda
- 2) Proposer's Offer

- 5.8 New Mexico Tech shall reserve the right to terminate any contract entered into as a result of the RFP at any time by giving thirty (30) days written notice of its intent to cancel. In the event the Contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, New Mexico Tech shall notify the Contractor, in writing, of such failure or default. In the event the necessary corrective action has not been completed

within a ten (10) day period, the Contractor must submit, in writing, why such corrective action has not been performed. New Mexico Tech reserves the right to determine whether or not such non-compliance may be construed as a failure of performance of the contract.

- 5.9 The Proposer must state those standard terms and conditions which the Proposer will expect New Mexico Tech to consider. Any deviation from proposal specifications must be clearly identified by the Proposer. This RFP will prevail in the event of a conflict between the Proposer's offer and the RFP. New Mexico Tech will consider but is not bound by any Proposer's standard terms and conditions. If an impasse occurs, the offer shall be disqualified.
- 5.10 It shall be each Contractor's responsibility to provide for the safety of workers and public in compliance with the requirements of insurance and public health and safety.
- 5.11 The selected Contractor(s) shall be required to provide insurance certificates to the Purchasing Services Office as part of the resulting contract. Coverage must be maintained in full force for the duration of the contract, or until complete and successful performance of the contract is acknowledged by New Mexico Tech. The following minimum amounts are required:

WORKER'S COMPENSATION - Minimum by Statute

COMMERCIAL GENERAL LIABILITY - INCLUDING CONTRACTUAL

Single Limit	\$500,000 OR
Bodily Injury Liability	\$100,000 each person and \$500,000 each occurrence
Property Damage Liability	\$100,000 each occurrence

COMPREHENSIVE AUTOMOBILE - Including Owned and Non-owned

Single Limit	\$500,000 OR
Bodily Injury Liability	\$100,000 each person and \$500,000 each occurrence
Property Damage Liability	\$100,000 each occurrence

- 5.12 The Contractor(s) will assume the liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death), or damages or alleged damages to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the Contractor, and his agents, and employees, including losses, expenses, or damages sustained by New Mexico Tech. The Contractor will undertake and agree to indemnify and hold harmless New Mexico Tech and its Board of Regents, individually and collectively, and the officers, agents, and employees of New Mexico Tech, from any and all losses, expenses, damages (including loss of use), and to pay all damages, judgments, costs and expenses, including attorney's fees in connection with said demands and claims resulting therefrom. Any claims against New Mexico Tech must be filed with the State of New Mexico.
- 5.12.1 The Contractor shall adhere to the Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board Occupation Health and Safety Regulations, and Radiation Control Bureau regulations that apply to work performed under this proposal. The Contractor shall defend, indemnify, and hold New Mexico Tech free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs, and attorney's fees.
- 5.13 New Mexico Tech is an agency of the State of New Mexico. In accordance with State Statutes, Sections 7-9-13 and 7-9-54, sales of tangible personal property to New Mexico Tech are specifically exempted from the state Gross Receipts Tax. This exemption does not apply to the purchase of services, leases of property, or items purchased for a construction project.
- 5.13.1 All proposal amounts shall EXCLUDE any applicable Gross Receipts Tax. If the resulting contract is taxable, show the amount of the tax as a separate item on the itemized list.

- 5.13.2 Federal Registration #: 85-6000-411 New Mexico Identification #: CRS 01-507116-002
- 5.13.3 A Nontaxable Transaction Certificate (NTTC) can be obtained from New Mexico Tech by sending a request to [purchasing@New Mexico Tech.edu](mailto:purchasing@New Mexico Tech.edu) along with company name, address and TIN or NM CRS number.
- 5.14 In accordance with NMSA 13-1-129, Proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Contractor. Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting entity with no obligation by New Mexico Tech.
- 5.15 The Immigration Reform and Control Act of 1986, Pub L 99-603 (8 USC 1324a) requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices. Submission of the information required is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986. More information regarding the employment requirements can be found at the following website: <http://www.uscis.gov/files/form/i-9.pdf> **New Mexico Tech's E-Verify Company ID Number is 165512**
- 5.15.1 Any Contractor and Subcontractor(s) working on a contract(s) entered into subsequent to this RFP shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to its hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, national origin, race, religion, gender, sexual orientation, or veteran status.
- 5.16 When appropriate, Contractor agrees to certify to the County of Socorro that all applicable Gross Receipts Taxes ("GRT") have been reported and paid under location code 25-025 in the unincorporated areas of Socorro County. Contractor agrees to certify to the City of Socorro that all applicable Gross Receipts Taxes ("GRT") have been reported and paid under location code 25-125 for work performed in the incorporated areas of Socorro.
- 5.17 During the term of this agreement, New Mexico Tech reserves the right to contract with the awarded Contractor for additional services as required. Such services shall be performed by mutual consent of the parties and shall be documented by addendum to the contract.
- 5.18 New Mexico Tech reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three (3) years following the expiration or termination of the agreement. Such audit may be conducted by New Mexico Tech personnel or a third party under contract with New Mexico Tech. New Mexico Tech shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from New Mexico Tech the Contractor agrees to fully cooperate with the auditors.
- 5.19 Unless otherwise specifically stated by the Proposer, all equipment, materials, supplies and workmanship furnished or installed is to be free of defects and Proposer shall agree to replace solely at his / her expense any and all defective equipment, parts, etc. within a one (1) year period after the date of acceptance of the items and / or installation unless otherwise agreed to in writing at the time of award. Proposer also warrants the materials, supplies or services furnished to be exactly as specified in the order, free from defects and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Offeror. All applicable UCC warranties, express and implied, are incorporated herein.
- 5.20 The performance of the Contract by New Mexico Tech is contingent upon availability of sufficient funds and sufficient appropriations and authorizations being made by the funding entity(s) for such performance. New Mexico Tech's decision as to whether sufficient funds are available and whether sufficient appropriations and authorizations have been made shall be made in good faith and in its sole discretion, shall be accepted unconditionally by the Contractor, and shall be final. If New Mexico Tech decides that sufficient funds are not available and / or sufficient appropriations and / or authorizations have not been made, it shall notify the Contractor of its decision in writing and may either terminate the

Contract or propose modifications to accommodate the insufficient funds and / or appropriations and / or authorizations. If New Mexico Tech proposes modifications, the Contractor shall within thirty (30) days after receiving New Mexico Tech's notice give New Mexico Tech written notice that it has elected either to (i) accept the proposed modifications or (ii) terminate the Contract. If the Contractor fails timely to give such notice, it shall be deemed to have accepted the proposed modifications. In no event shall New Mexico Tech be liable for any financial or other penalty on account of any termination or modification of the Contract as a result of insufficient funds, appropriations or authorizations.

## **6. DISCUSSIONS WITH PROPOSERS AND AWARD**

6.1 The Procurement Code permits, and New Mexico Tech reserves the right to conduct discussions with any or all Proposers, or to make an award of a contract without such discussions based only on evaluation of the written offers. New Mexico Tech likewise reserves the right to designate an Evaluation Committee in evaluating the offers according to the evaluation criteria. New Mexico Tech shall make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

6.2 If New Mexico Tech is unable to negotiate a contract with the one selected as most qualified, negotiations will be terminated at the discretion of New Mexico Tech. Negotiations will then be initiated with the next most qualified, or the procurement process will be terminated and new proposals requested.

## **7. PROCUREMENT CODE**

7.1 This award shall be made pursuant to the provisions of the Procurement Code governing procurement of goods and services. Please note that Sections 13-1-199 NMSA impose civil and criminal penalties for violation of the provisions of the Procurement Code. New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities or kickbacks.

## **8. RESIDENTIAL AND NATIVE AMERICAN PREFERENCE**

8.1 A New Mexico resident business shall be awarded the equivalent of eight percent (8%) of the total possible points to be awarded based on the resident business possessing a valid resident business certificate in accordance with Section 13-1-21 of the New Mexico Statutes 1978 Annotated, Chapter 13. If applicable, document the residential preference number in the Offer form and attach your certificate to your response. Preferences may not be combined. Procurements involving federal funds are excluded from in-state preference laws.

## **9. VETERANS AND VETERAN NATIVE AMERICAN PREFERENCE**

9.1 A New Mexico resident veteran contractor, upon providing certification as a resident veteran and verification of annual revenues, shall be given a preference of ten percent (10%). The preference may not be combined with the residential preference. Procurements involving federal funds are excluded from in-state preference laws.

## **10. TERM**

10.1 The terms of this agreement shall be for one (1) two (2) year with the option to renew this agreement for up to an additional two (2) one (1) year terms by mutual consent, not to exceed four (4) years in total.

## **11. PUBLIC INSPECTION**

11.1 General: After award, the register of offers shall be open to public inspection. Each offer, except those portions for which the Proposer has made a written request for confidentiality, shall also be open to public inspection.

11.2 Confidential Data: If a citizen of this State requests disclosure of data, for which a Proposer has made a written request for confidentiality, the Chief Procurement Officer shall examine the citizen's request and make a written determination that specifies which portions of the offer should be disclosed. Unless the Proposer protests under Section 13-1-172 NMSA 1978, the offer will be so disclosed. The offer shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

## **12. LICENSES AND PERMITS**

12.1 The Contractor must keep himself informed of, and in adherence to, all laws and ordinances governing any matter related to the services to be performed. The Contractor shall obtain all necessary licenses and permits, and shall be aware of all labor conditions and agreements relating to the work specified in this document and shall make all provisions necessary to avoid any dispute which might arise from those conditions and agreements and shall be responsible for any delays, damages or extra costs caused by such disputes. The Contractor shall be solely engaged in this type of work and service.

## **13. CONTRACT TERMINATION**

13.1 New Mexico Tech reserves the right to terminate the contract with ninety (90) days written notice by the Chief Procurement Officer via certified mail to the address listed on the signature page of the RFP if any of the terms of the proposal and subsequent contract are violated.

13.1.1 If, through any cause and as determined solely by New Mexico Tech, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this agreement or if the Contractor shall violate or fail to meet any of the covenants, agreements or stipulations of this agreement, New Mexico Tech shall thereupon have the right to terminate this agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this agreement shall, at the option of New Mexico Tech, become the property of New Mexico Tech, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to New Mexico Tech for damages sustained by New Mexico Tech by virtue of any breach of this agreement by the Contractor, and New Mexico Tech may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due New Mexico Tech from the contract is determined.

13.1.2 New Mexico Tech may terminate the Contract at any time by giving ninety (90) days written notice to the Contractor. If the Contractor is terminated by New Mexico Tech as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this agreement, less payments of compensations previously made. If this agreement is terminated due to the fault of the Contractor, the "Termination for Cause" clause will apply.

**14. GOVERNMENT FLOW-DOWN PROVISIONS**

14.1 The resulting order is subcontracted under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part, of the terms and conditions of the resulting order. In the event of any conflict between previously referenced terms and conditions and the Government Flow-Down Provisions, the Government Flow-Down Provisions take precedence. The clauses contained in the following paragraphs of the Federal Acquisition Regulations (FAR) are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term “contract” shall mean “this order”, the term “contractor” shall mean “Seller” and the term “Government” and “Contracting Officer” shall mean “New Mexico Institute of Mining and Technology” (New Mexico Tech) and the “Chief Procurement Officer” respectively. The following provisions of the FAR apply at the specified order dollar amounts:

<b>Title</b>	<b>Applicability</b>	<b>FAR Reference</b>
Equal Employment Opportunity	All Orders	52.222-26 (Sept 2016)
Debarment and Suspension	All Orders	52.209-6 (Jun 2020)
Rights in Data Alt IV	All R&D Orders	52.227-14 (May 2014)
Anti-Kickback Act	Construction Over \$2K	52.203-7 (Jun 2020)
Limitations on Payments to Influence Certain Federal Transactions	Orders exceeding \$150K	52.203-12 (Jun 2020)
Audit & Negotiations Alt II	All Orders Over \$100K	52-215-2 (Jun 2020)
Davis Bacon Act	Construction Over \$2K	52.222-6 (Aug 2018)
Contract Work Hours & Safety Standards	Construction and Labor Hour Contracts Over \$2.5K	52.222-4 (Mar 2018)
E-Verification	All Orders	52.222-54 (Oct 2015)
Certification and Disclosure Regarding Payments to Influence Certain Transactions	All Orders Over \$150K	52.203-11 (Sept 2007)
Patent Rights	All Orders	
Ownership by the Contractor		52.227-11 (May2014)
Ownership by the Government		52.227-13 (Dec 2007)
Buy American Act	All Orders over \$3K	52.225-2 (May 2014)
Contract Terms & Conditions, Commercial Items	All Orders over \$10K	52.212-4 (Oct 2018)
Energy Efficiency in Energy-Consuming Products	All Orders and Services with Energy Consuming Products	52.223-15 (May 2020)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards	All Orders over \$150K	CFR200.236
Small Business Subcontracting Plan	All Orders over \$700K	52.219-9 (June 2020)
Subcontractor Certified Cost or Pricing	All Orders over \$750K	52.215-12 (June 2020)
Requiring Certified Cost or Pricing Data	All Orders over \$750K	15.403-4
Disclosure and Consistency of Cost Acctg	All Orders over \$750K	52.230-3 (June 2020)
Recovered Material	Biobased products that use	52.223-1 (May 2012)
USDA designated items		
Recovered Material not use USDA designated items	Biobased products that do	52.223-2 (Sept 2013)
Recovered Material except off the shelf	EPA Designated items	52.223-4 (May 2008)
	Items less than \$150K	
Recovered Material except off the shelf	EPA Designated items	52.223-9 (May 2008)
	Items greater than \$150K	
Recovered Material Service and Construction	EPA-designated items	52.223-17 (Aug 2018)

## 15. SCOPE OF WORK

Background: New Mexico Institute of Mining and Technology (New Mexico Tech) is a research university specializing in science, engineering and technology. Founded in 1889 as the New Mexico School of Mines, the university has grown from its mining focus to a full-service institution that offers a wide range of degrees. New Mexico Tech consistently ranks among the best value colleges and engineering programs in the nation, annually earning top-five and top-ten scores in numerous national publications. Noted for its undergraduate and graduate school opportunities, New Mexico Tech offers STEM degrees at the associate, bachelor's, master's, and doctoral levels. New Mexico Tech also boasts more than a dozen leading research divisions, including Materials Research and Testing Center, Magdalena Ridge Observatory, and The Institute for Complex Additive Systems Analysis. New Mexico Tech ranks highly in several college and university ranking categories in *Newsweek*, *U.S. News and World Report*, and Niche.com.

15.1 Scope and Intent for New Mexico Institute of Mining and Technology website redesign, content management system (CMS), and web hosting services. Offerors may submit proposals for any or all of these three projects.

15.1.1 Scope: New Mexico Tech is soliciting competitive proposals in order to partner with a nimble, fresh, creative agency for an institution-wide website redesign that best represents its brand, a state-of-the-art content management system (CMS) that is reliable and easy to use, and website hosting that is enterprise in quality and standard.

15.1.2 Intent: The redesigned website will serve as a template for all of New Mexico Tech's online platforms. The primary objective of the new site is to streamline the school's information. The primary objective also is to message and story in a clean, contemporary, modern, attractive platform that demonstrates strong and clear brand recognition. The new site will be able to incorporate video, multi-window news applications, and emerging technologies.

15.1.3 Intent: CMS will provide a robust and flexible platform to manage web content, including files, graphics, photos, videos, and other collateral. CMS will be easy to use and able to incorporate emerging technologies.

15.1.4 Intent: Website hosting will provide a fast, reliable, and secure web hosting platform. The web hosting should be easy to manage and perform standard hosting functions. The hosting services and/or site should be regularly updated for security, best practices, and innovations. Vendor must be capable of incorporating emerging technologies as they become available.

15.2 New Mexico Tech's new website will serve as the "front door" for the university. It will be a point of pride for a nationally respected institution of higher education and will serve as the primary source of information for the New Mexico Tech community – its students, staff, faculty, partners, alumni, and donors. The site will also serve as a recruiting tool, used to attract students, staff, and faculty alike from a regional, national and international pool. It will also play a key role in linking a proud alumni base to our current faculty, students, and staff.

15.2.1 New Mexico Tech's current website ([www.nmt.edu](http://www.nmt.edu)) resides on a dated and limited platform. As we seek current best practices, proposers should not be tied to the look, feel, or navigation of the extant website.

15.2.2 New Mexico Tech would prefer a non-coupled website / CMS designs or equal type of approach. WordPress is an example of a coupled website/CMS design.

15.3 Requirements (please complete Matrix on pg 17)

15.3.1 Performance:

15.3.1.a Modernize the University's branding identity and web presence to reflect and amplify the outstanding academic and research reputation of New Mexico Tech.

15.3.1.b Design a flexible web template that incorporates an intuitive design. The new design will assist in bringing New Mexico Tech's numerous divisions and departments together under a unified look and feel. The new site should consist of a flexible identity system with scalable website architecture that supports the fluid and expanding nature of a major research university.

15.3.1.c Incorporate web-editing and maintenance training programs designed to be rolled out to department specialists within each of New Mexico Tech's divisions and departments.

- 15.3.1.d Incorporate modern search engine optimization and analytics that can be compiled by month and year, with a three-year retention.
  - 15.3.1.e Provide comprehensive user analytics (e.g.: top page count, average time spent on page, calls to action, downloads, etc.).
  - 15.3.1.f Perform page load optimization to ensure pages load quickly for optimal customer experience.
  - 15.3.1.g Ensure all of the new site's content is mobile-device friendly.
  - 15.3.1.h Comprehensive directory that is searchable by department, name, and category.
  - 15.3.1.i Redesign and modernize the events calendar.
  - 15.3.1.j Responsive design to ensure proper page display across a variety of common screens/devices.
  - 15.3.1.k ADA compliance (provide tags containing alternative text for all site graphics and photos, etc.)
  - 15.3.1.l Live video and audio streaming.
  - 15.3.1.m Integration of campus ERP (secured employee and student content), bookstore, advancement, and other pages capable of working with commerce and secured information.
- 15.3.2 Navigation: Content for the new site might fall into the following categories (each of these categories might be a heading in the site's main navigation). New Mexico Tech is open to other innovative organizational ideas suggested by the proposer.
- 15.3.2.a About – Contains links to pages containing information for visitors, campus and regional maps, New Mexico Tech's history, and a list of offices A to Z, president's office, board of regents, accreditation, etc.
  - 15.3.2.b Admissions – Links to undergrad, graduate, financial aid, professional development, and summer session pages. Also, appropriate links to the New Mexico Tech student application process should be available on relevant page(s).
  - 15.3.2.c Academics – Links to labs and research institutions, schools, departments, and programs (departments A to Z, departments by school, and interdisciplinary programs), academic calendar and courses (academic calendar, explore degrees, explore courses, Banweb/ERP, and office of the registrar), undergraduate academic life, graduate academic life and online/distance learning.
  - 15.3.2.d Research – Links to research institutions, centers, interdisciplinary research, integrated research and teaching, library, and undergraduate research.
  - 15.3.2.e News – Links to New Mexico Tech's news page, social media platforms, New Mexico Tech in the News, and calendar.
  - 15.3.2.f Campus Life/Community – Links to resources specific to the following groups: students, faculty, staff, and alumni. Examples include: Arts & Entertainment, Bookstore, Computing, Dining, Diversity, Events & Conferences, Golf Course, Housing, Library, Museums, Recreational Services, Student Activities, Student Health & Counseling, Student Center.
  - 15.3.2.g Advancement – Links to and advertisements for the advancement pages and different avenues for giving.
  - 15.3.2.h Alumni – Links to our alumni relations, alumni news, and alumni directory pages.
- 15.4 University Provided Materials or Services
- 15.4.1 Will provide official university logos and signage. The university might also provide the server space necessary to host the site, but is open to and prefers third-party host proposals.
- 15.5 Deliverables, Reports and Delivery Dates



## MATRIX

Please use the matrix to indicate if your company can provide the items under Requirements and Navigation:

Section	Yes / No	Comments
15.3.1		
Performance		
15.3.1.a		
15.3.1.b		
15.3.1.c		
15.3.1.d		
15.3.1.e		
15.3.1.f		
15.3.1.g		
15.3.1.h		
15.3.1.i		
15.3.1.j		
15.3.1.k		
15.3.1.l		
15.3.1.m		
15.3.2		
Navigation		
15.3.2.a		
15.3.2.b		
15.3.2.c		
15.3.2.d		
15.3.2.e		
15.3.2.f		
15.3.2.g		

**PROPOSAL FORMS  
(ALL FORMS TO BE COMPLETED, SIGNED AND INCLUDED IN OFFER)**

**OFFER**

**To:** New Mexico Institute of Mining and Technology  
801 Leroy Place  
Socorro, NM 87801

**Re:** RFP# 2507002C

Offer of \_\_\_\_\_ (hereinafter called Proposer) a:

Corporation  Partnership  or Individual

The Proposer in compliance with RFP mentioned above having examined the proposal documents and the site of the proposed work (if applicable), hereby proposes to furnish all materials, equipment, labor and supplies and to complete the work at the prices stated in their offer. These prices, excluding New Mexico Gross Receipts Taxes, are to cover all expenses incurred in performing the Work as required in the RFP proposal.

The Proposer accepts all of the terms and conditions of the Request for Proposal and Instructions to Proposer. This offer will remain subject to acceptance for ninety (90) days after the day of Proposal opening.

An award shall be made pursuant to the evaluation criteria in the Instruction to Proposers. The Institute reserves the right to accept or reject any all offers, based entirely on its own judgment as to which are in the best interest of the Institute and/or within available funds.

By signing this form, proposers acknowledge receipt of the following addendum/addenda:

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_ #6 \_\_\_\_\_ #7 \_\_\_\_\_ #8 \_\_\_\_\_

_____	_____
<i>Title</i>	<i>Date</i>
_____	_____
<i>Telephone</i>	<i>Email</i>
_____	_____
<i>Resident Contractor Certification Number (include a copy with the offer)</i>	<i>Resident Veteran Contractor Certification Number (include a copy with the offer)</i>
_____	_____
<i>Signature</i>	<i>Date</i>

Please provide a point of contact for questions regarding your offer:

_____	_____
<i>Name</i>	<i>Telephone</i>
_____	
<i>Email</i>	

**Pricing Information**

<b>Proposed Personnel</b>	<b>Hourly Rate</b>	<b>Estimated Hours on Project</b>

**RESIDENT VETERANS PREFERENCE CERTIFICATION**

*(please attach copy of certificate and return this page with your offer)*

\_\_\_\_\_ (Name of Contractor) hereby certifies the following in regard to application of the resident veterans preference to this procurement:

**Please check one box only**

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

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

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

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

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

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

I declare under penalty of perjury that his statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature\**

\_\_\_\_\_  
*Date*

\*Must be an authorized signatory for the Business.

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

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(please return with Offer)

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 HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

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

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

Name of Applicable Public Official: \_\_\_\_\_

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

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

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

Purpose of Contribution(s): \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*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.

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**CERTIFICATION REGARDING**

**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

(please return with Offer)

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

Debarment: Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three year period preceding this proposal been convicted of all has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses in enumerated in paragraph (2) of this certification and

Have not within a three year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Anti-Kickback: Per N.M.S.A. 13-1-191 & 198 and the Federal Acquisition Regulation (FAR 52.203.7) Anti-Kickback Act of 1986, in signing this offer we certify that we have not made, or accepted any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which was provided for the purpose of improperly obtaining, or as a reward for favorable treatment in connection with, any prime contract, or a subcontract relating to a prime contract.

I understand that a false statement of this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 101, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**NON-COLLUSION AFFIDAVIT**

(please return with Offer)

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that \_\_\_\_\_ he/she is  
(title) \_\_\_\_\_ of (organization) \_\_\_\_\_ submits  
herewith to New Mexico Institute of Mining and Technology, a proposal and that all statement of fact in such proposal is true.

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of NEW MEXICO TECH, or any Proposer of anyone else interested in the proposed contract and further,

That prior to the public opening and reading of proposal, said Proposer:

1. Did not directly or indirectly induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price or fix the proposal price of said Proposer or of anyone else or to raise or fix any overhead, profit or cost element of their proposal price or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that NEW MEXICO TECH, or to any person or persons who have a partnership or other financial interest with said Proposer in his business.

\_\_\_\_\_  
*Name*

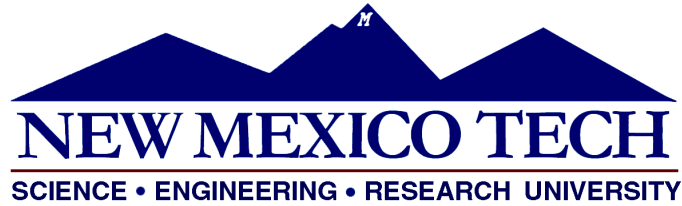
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*



THIS FORM WILL BE EXECUTED WITH THE SELECTED CONTRACTOR(S), IT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY



PROFESSIONAL SERVICES AGREEMENT (PSA)

Agreement / Purchase Order Number: \_\_\_\_\_

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between New Mexico Institute of Mining and Technology, hereinafter called New Mexico Tech, and

Hereinafter called the "Contractor"

WITNESSETH:

NOW THEREFORE, in consideration of the premises and of the mutual and reciprocal promises of the parties hereto, is hereby covenanted and agreed by and between parties:

1. That the Contractor will render the following professional services to New Mexico Tech:

\_\_\_\_\_

2. That the Contractor represents and warrants that the Contractor is professionally qualified to render the consultant services required by New Mexico Tech and possess any licenses and / or certifications required under state or federal law to perform the services required under this Agreement.

3. That if the work to be performed under this Agreement is funded wholly or in part by the federal government, the Contractor represents and warrants that neither Contractor nor any employee of Contractor nor any subcontractor of Contractor are employees of the funding agency.

4. That the Contractor will devote the necessary hours each week to the performance of such duties that may be assigned to him / her by New Mexico Tech.

5. That the Contractor shall provide written progress reports and schedules in sufficient detail to the Department at a frequency agreed upon between the parties.

6. That the Contractor will serve New Mexico Tech diligently and faithfully, and according to its ability and in all respects will use his / her utmost endeavors to promote the interest of New Mexico Tech.

7. That the Contractor will maintain records indicating the date and length of time such services are rendered. These records shall be subject to inspection by the designated agent of New Mexico Tech. If federal funds are used under this Agreement, the Contractor and its subcontractors shall preserve fiscal records and supporting documentation for a period of three (3) years from the date of termination of this Agreement if an audit to the satisfaction of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards has occurred by that time. If such audit has not

occurred by that time, the records must be retained until an audit has occurred or for a period of five (5) years from the date of termination of this Agreement, whichever comes first. If any litigation, claim, or audit is started before the expiration of the retention period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. The Contractor shall make its fiscal records and supporting documentation available for audit by New Mexico Tech and / or the Federal Government and any persons or entities hired by the above named. The Contractor shall refund any costs disallowed by such audit to New Mexico Tech.

8. That services rendered by the Contractor shall be performed at \_\_\_\_\_ or where New Mexico Tech shall designate. Contractor shall provide written notification to the Department when the costs incurred exceeds seventy-five percent (75%) of the total amount obligated under this Agreement.

9. That for the services rendered satisfactory, New Mexico Tech agrees to pay the Contractor compensation as follows, at the following rate (hourly or daily) of \$\_\_\_\_\_ plus expenses (if applicable) as follows: \_\_\_\_\_. Such compensation and expenses not to exceed \$\_\_\_\_\_ including tax, payable by New Mexico Tech upon receipt of a signed invoice or Payee Claim for Reimbursement. The Contractor will pay the State of New Mexico the Gross Receipts Tax levied on the amounts payable under this Agreement.

10. That invoices shall be sent to New Mexico Tech, Accounts Payable, 801 Leroy Place, Socorro, NM 87801 or emailed to [apinvoice@npe.nmt.edu](mailto:apinvoice@npe.nmt.edu). Invoices shall be presented at the beginning of each month covering services and / or expenses incurred during the previous month. All applicable taxes shall be shown as a separate line item. The purchase order number shall be clearly marked on all invoices.

11. New Tech Mexico understands and agrees that the contractor may request additional funding to cover the day-to-day workflow activities that exceed the agreed amount on this document; the Contractor will request such additional funding upon previous discussion and approval from New Mexico Tech and Sponsor. Additional funding will be provided only on the issuance of an approved change order to the purchase order. No verbal approval shall be given.

12. That the Contractor is an independent contractor/ /corporation, is not an employee of the Sponsor, performing professional services for New Mexico Tech. The Contractor is responsible for any applicable state or federal taxes, a Form 1099 Nonemployee Compensation will be issued for any payments made. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of New Mexico Tech as a result of this Agreement.

13. That the performance of this Agreement by New Mexico Tech is contingent upon availability of sufficient funds and sufficient appropriations and authorizations being made by the funding entity(s) for such performance. New Mexico Tech's decision as to whether sufficient funds are available and whether sufficient appropriations and authorizations have been made shall be made in good faith and in its sole discretion, shall be accepted unconditionally by the Contractor, and shall be final. If New Mexico Tech decides that sufficient funds are not available and / or sufficient appropriations and / or authorizations have not been made, it shall notify the Contractor of its decision in writing and may either terminate this Agreement or propose modifications to accommodate the insufficient funds and/or appropriations and/or authorizations. If New Mexico Tech proposes modifications, the Contractor shall within thirty (30) days after receiving New Mexico Tech's notice give New Mexico Tech written notice that it has elected either to (i) accept the proposed modifications or (ii) terminate this Agreement. If the Contractor fails timely to give such notice, it shall be deemed to have accepted the proposed modifications. In no event shall New Mexico Tech be liable for any financial or other penalty on account of any termination or modification of this Agreement as a result of insufficient funds, appropriations or authorizations.

14. That the Contractor shall not assign any interest in this Agreement or transfer any interest in same or assign any claim for money due or to become due under this Agreement without the prior written consent of New Mexico Tech.
15. That either party, independent or in concert, may terminate this Agreement by giving thirty (30) days written notice to the other party.
16. That this Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings, have been merged into this written Agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
17. That this Agreement shall not be altered, changed, or amended except by the instrument in writing executed by the parties hereto. The foregoing being clearly understood and agreed to, the parties hereto have set their hands and seals.
18. That this Agreement shall be deemed to be an Agreement made in accordance with the laws of the State of New Mexico.
19. That each party will be solely responsible for its liability for bodily injury, including death, or damage to property under the common law or statutory law of New Mexico and for only its own attorney fees and costs arising from the act or failure to act of such party or of its regents, directors, members, shareholders, officers, agents and employees pursuant to this Agreement; provided however, the foregoing obligation is a statement of responsibility pursuant to common and statutory law only and does not constitute an agreement to indemnify. The liability and responsibility of New Mexico Institute of Mining and Technology shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4- through 41-4-27, and of any amendments thereto, and shall be construed and applied in accordance with the laws of the State of New Mexico, irrespective of the conflict of law and choice of law principles of New Mexico or any other jurisdiction.
20. That throughout the period of this Agreement, copies of all correspondence, work products, specifications, estimates and other material prepared by the Contractor should be directed to the Department Contact Person. Direct contact or communication by the Contractor with other New Mexico Tech offices or any other state or governmental entity concerning the Agreement shall be made only with the prior knowledge and approval of the Department Contact Person.
21. That all documents which are prepared by the Contractor or any subcontractor that form a part of its services under this Agreement shall be the property of New Mexico Tech and shall be delivered to New Mexico Tech upon termination of this Agreement if so requested by New Mexico Tech. The Contractor shall be responsible for the protection and / or replacement of any original documents in its possession. New Mexico Tech shall receive all original drawings and documentation.
22. That for the consideration payable under this Agreement, the work product required by this Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. New Mexico Tech shall have sole right and authority to seek statutory copyright protection and to enjoy the benefit of ownership of the work. The party performing the work hereby assigns all rights, title and interest in and to the work to New Mexico Tech and shall require all subcontractors to agree in writing that they assign all right, title and interest in work product to New Mexico Tech required by the Agreement.
23. That for the consideration payable under this Agreement, the Contractor agrees to report to New Mexico Tech any invention arising out of the work required by this Agreement. New Mexico Tech shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Contractor or subcontractor as part of the performance of the Agreement. The Contractor hereby assigns all right, title and interest in and to inventions made in the course of the Agreement and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Contractor shall

require all subcontractors to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment of inventions arising out of the Agreement.

24. That confidential information provided by New Mexico Tech to Contractor shall not be disclosed by Contractor, its officers, employees or agents, to any third party, without the express written consent of New Mexico Tech.

24. The Contractor shall follow the Immigration Reform and Control Act of 1986, Pub L 99-603 (8 USC 1324a). More information regarding the employment requirements can be found at the following website: <http://www.uscis.gov/files/form/i-9.pdf> New Mexico Tech E-Verify Company ID Number is 165512.

CONTRACTOR INFORMATION

\_\_\_\_\_  
NAME

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
CITY / ST/ ZIP CODE

\_\_\_\_\_  
EMAIL ADDRESS

DEPARTMENT INFORMATION

\_\_\_\_\_  
DEPARTMENT

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TELEPHONE NUMBER

EFFECTIVE DATE: \_\_\_\_\_

TERMINATION DATE: \_\_\_\_\_

TOTAL AMOUNT THIS AGREEMENT SHALL NOT EXCEED: \$ \_\_\_\_\_

THIS AGREEMENT BETWEEN NEW MEXICO TECH AND \_\_\_\_\_

HAS BEEN APPROVED BY:

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
SIGNATURE OF CHIEF PROCUREMENT OFFICER

\_\_\_\_\_  
SIGNATURE OF DEPARTMENT

\_\_\_\_\_  
SIGNATURE OF VICE PRESIDENT FOR ADMINISTRATION  
AND FINANCE

\_\_\_ THIS AGREEMENT IS NOT A FEDERALLY FUNDED PROJECT.

\_\_\_ THIS AGREEMENT IS A FEDERALLY FUNDED PROJECT AND THE ATTACHED FEDERAL ACQUISITION REGULATIONS (FAR) CERTIFICATIONS, and FLOW-DOWN PROVISIONS APPLY.

Allowability of Costs under Sponsor's prime contract will be determined in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Allowability of subcontractor costs, if commercial entity, will be determined in accordance with FAR 31.2 Cost Principles for Contracts with Commercial Organizations. In the event any subcontractor costs are disallowed under the prime contract because of a conflict between the provisions of 2 CFR 200 and FAR 31.2, the provisions of 2 CFR 200 shall govern.

**THE FOLLOWING MUST BE CERTIFIED FOR ALL AGREEMENTS \$25,000 OR GREATER USING FEDERAL FUNDS**

***CONFLICT OF INTEREST***

**The authorized Person, Firm and / or Corporation states that to the best of his/her belief and knowledge:**

No employee or Regent of New Mexico Tech (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Contractor or in the proposed transaction. Contractor neither employs, nor is negotiating to employ, any New Mexico Tech employee, Regent or close relative, with the exception of the person(s) identified below. Contractor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify the legislator(s):

\_\_\_\_\_

List below the name(s) of any New Mexico Tech employee, Regent or close relative who now or within the preceding twelve (12) months

- (1) works for the Contractor;
- (2) has an ownership interest in the Contractor (other than as an owner of less than 1% of Contractor's stock, if Contractor is a publicly traded corporation);
- (3) is a partner, officer, director, trustee or consultant to the Contractor;
- (4) has received grant, travel, honoraria or other similar support from Contractor; or
- (5) has a right to receive royalties from the Contractor.

\_\_\_\_\_

NAME OF INDIVIDUAL(S)

***DEBARMENT/SUSPENSION STATUS***

The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency per FAR 52.209-5. The Contractor agrees to provide immediate notice to the New Mexico Tech Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Contractor named and that the information contained in this document is true and accurate to the best of their knowledge.

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Company Name

\_\_\_\_\_

Address

\_\_\_\_\_

City / State / Zip Code

**THE FOLLOWING MUST BE CERTIFIED FOR ALL AGREEMENTS \$100,000 OR GREATER USING FEDERAL FUNDS  
 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  
 (September, 2005)**

1. In accordance with FAR 52.102, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in this certification.
2. The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after; December 23, 1989
  - A. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract.
  - B. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - C. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
3. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

***CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT***

The undersigned company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

**CERTIFICATION**

The undersigned hereby certifies that he / she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) and CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT requirements and that he / she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Contractor named below.

Signature	Title	Date
Printed Name	Company Name	
Address	City / State / Zip Code	

## GOVERNMENT FLOW-DOWN PROVISIONS

The resulting order is subcontracted under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part, of the terms and conditions of the resulting order. In the event of any conflict between previously referenced terms and conditions and the Government Flow-Down Provisions, the Government Flow-Down Provisions take precedence. The clauses contained in the following paragraphs of the Federal Acquisition Regulations (FAR) are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term “contract” shall mean “this order”, the term “contractor” shall mean “Seller” and the term “Government” and “Contracting Officer” shall mean “New Mexico Institute of Mining and Technology (NMIMT) and the “Chief Procurement Officer” respectively. The following provisions of the FAR apply at the specified order dollar amounts:

Title	Applicability	FAR Reference
Equal Employment Opportunity	All Orders	52.222-26 (Sept 2016)
Debarment and Suspension	All Orders	52.209-6 (Jun 2020)
Rights in Data Alt IV	All R&D Orders	52.227-14 (May 2014)
Anti-Kickback Act	Construction Over \$2K	52.203-7 (Jun 2020)
Limitations on Payments to Influence Certain Federal Transactions	Orders exceeding \$150K	52.203-12 (Jun 2020)
Audit & Negotiations Alt II	All Orders Over \$100K	52-215-2 (Jun 2020)
Davis Bacon Act	Construction Over \$2K	52.222-6 (Aug 2018)
Contract Work Hours & Safety Standards	Construction and Labor Hour Contracts Over \$2.5K	52.222-4 (Mar 2018)
E-Verification	All Orders	52.222-54 (Oct 2015)
Certification and Disclosure Regarding Payments to Influence Certain Transactions	All Orders Over \$150K	52.203-11 (Sept 2007)
Patent Rights Ownership by the Contractor Ownership by the Government	All Orders	52.227-11 (May 2014) 52.227-13 (Dec 2007)
Buy American Act	All Orders over \$3K	52.225-2 (May 2014)
Contract Terms & Conditions, Commercial Items	All Orders over \$10K	52.212-4 (Oct 2018)
Energy Efficiency in Energy-Consuming Products	All Orders and Services with Energy Consuming Products	52.223-15 (May 2020)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards	All Orders over \$150K	CFR200.236
Small Business Subcontracting Plan	All Orders over \$700K	52.219-9 (June 2020)
Subcontractor Certified Cost or Pricing Requiring Certified Cost or Pricing Data	All Orders over \$750K	52.215-12 (June 2020) 15.403-4
Disclosure and Consistency of Cost Acctg	All Orders over \$750K	52.230-3 (June 2020)
Recovered Material USDA designated items	Biobased products that use	52.223-1 (May 2012)
Recovered Material not use USDA designated items	Biobased products that do	52.223-2 (Sept 2013)
Recovered Material except off the shelf	EPA Designated items	52.223-4 (May 2008)
	Items less than \$150K	
Recovered Material except off the shelf	EPA Designated items	52.223-9 (May 2008)
	Items greater than \$150K	
Recovered Material Service and Construction	EPA-designated items	52.223-17 (Aug 2018)