

LUNA COMMUNITY COLLEGE



REQUEST FOR PROPOSALS

RFP: #2025-LCC001

https://luna.edu/rfp_itb

BOOKSTORE SERVICES

Issue Date: February 5, 2025

Due Date: 3:00 PM MT, Wednesday, February 26, 2024

Office of Finance and Administration

366 Luna Drive

Las Vegas, NM 87701

CONTACT: Justin Garcia, Chief Procurement Officer

505-454-5328

purchasing@luna.edu

TABLE OF CONTENTS

I. INTRODUCTION	3
II. CONDITIONS GOVERNING THE PROCUREMENT	5
III. MANDATORY SPECIFICATIONS	8
IV. EVALUATION	11
APPENDIX A: DEFINITION OF TERMINOLOGY	14
APPENDIX B: GENERAL REQUIREMENTS	15
APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....	22

I. Introduction

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from experienced firms in order to establish a contract through competitive negotiation for providing Bookstore Services for students, faculty and staff of Luna Community College.

Schedule of Events:

Release of RFP: 02/14/25

Question Deadline: 02/19/25

Addendum/Response to Questions: 02/21/23

Proposal Due Date: 02/26 /23

Target Award Date: 02/28/23

Bidder's Point of Contact: The sole point of contact for questions, clarification and inquiries concerning this Request for Proposal (RFP) is:

Justin Garcia, Procurement Director

366 Luna Dr.

Las Vegas, NM 87701

(505) 454-5393

jgarcia@luna.edu

RFP Bookstore #LCC-2025001

Proposals **must be emailed** in PDF format to purchasing@luna.edu on or before the due date. The email subject shall include the Company Name, Bookstore Services and the RFP number: #2025-LCC001.

A. BACKGROUND INFORMATION

Luna Community College (LCC) is the only community college in northeastern New Mexico. LCC is located on the lower slopes of the majestic Sangre de Cristo Mountain Range overlooking the city of Las Vegas, New Mexico. Luna's faculty and staff are dedicated to providing accessible, innovative, and integrated learning experiences that prepare students to compete at the forefront of their chosen fields and to lead in their community. To accomplish this mission, Luna currently offers a broad range of general, vocational, technical, and professional training programs including certificates and degree programs in Allied Health, Automotive Technology, Automotive Collision & repair, Business, Cosmetology/Barbering, Criminal Justice, Early Childhood Education, Humanities, Nursing, Sciences, and Welding. LCC also has a Preschool, Wellness Center, Contract Education including CDL, and a newly established Wildfire Resiliency Training Center. Luna has campuses in Springer, Santa Rosa, and Mora, New Mexico. All campuses are administered and supervised by Luna and governed by an elected Board of Trustees. Courses may be offered on any campus where need is demonstrated, and online. The current student

enrollment is approximately 750 students; there are approximately 218 employees of which 109 are full-time. LCC is a member of the Collaborative for Higher Education Shared Services (CHESS) and converted its Finance, Human Resources, and Payroll operations from Jenzabar CX to the Workday platform in January 2024. Luna currently has a bookstore/café managed by a full-time Luna employee and an external 3rd party virtual bookstore. For more detailed information on the College’s operation go to our website at www.luna.edu.

C. SCOPE OF WORK

Luna Community College (LCC), is seeking proposals from qualified companies who are capable of operating and managing a campus bookstore. The management and operation of the campus bookstore also includes “virtual bookstore” for the LCC main campus and satellite campuses. Proposals to continue the current bookstore model or for the total third party to manage all operations will be considered.

Mandatory Requirements

1. **Accessibility of Course Materials:** Institutions must ensure that students have access to required course materials. This can be achieved through various means, including providing materials through a campus bookstore, allowing students to purchase materials from alternative sources, or offering rental options.
2. **Financial Aid Accessibility:** Institutions cannot restrict the availability of financial aid funds for students who choose to purchase required course materials from alternative sources, ensuring students can access affordable options.
3. **College Bookstore Operations:** College bookstores can be operated in various ways, including being self-operated by the institution, outsourced to a third-party company (like Follett or Barnes & Noble College), or run as a nonprofit entity.
4. **Vendor Relationships:** Many college bookstores work with vendors to provide a range of products, including textbooks, apparel, and other merchandise.
5. **Digital Materials:** Some institutions utilize digital platforms to provide access to course materials, offering students options for accessing materials digitally or through traditional print formats.
6. **Student Choice:** Students often have the option to opt-out of mandatory course material programs and purchase materials independently, particularly when digital or rental options are available.

C. SUBMISSION REQUIREMENTS

Offerors shall submit only one (1) proposal. The proposal shall be formatted for standard 8 1/2 x 11 paper size, in 12-point type font with page numbers, and organized in the following format:

- Transmittal Letter;
- Table of Contents;
- Summary of proposed services;

- Response to Mandatory Specifications;
- Supporting material and/or technical documentation; and
- Itemized cost proposal
- The Campaign Contribution Disclosure Form.
- Any applicable preferences.

Proposals must be emailed in PDF format to the Procurement Officer by the specified time/date. Email submissions must clearly indicate in the subject line that they are in response to the RFP #2025-LCC001, Bookstore Services.

D. PROCUREMENT OFFICER

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

Name: Justin Garcia, CPO, Procurement Director
 Address: Luna Community College
 366 Luna Drive
 Las Vegas, New Mexico 87701
 Telephone: (505) 454-5328
 Email: purchasing@luna.edu

2. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Officer.

Offerors may contact ONLY the Procurement Officer regarding this procurement. No other LCC person has the authority to respond on behalf of LCC. Protests of the solicitation or award must be delivered by mail to the Procurement Officer who is the Protest Manager. 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.

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 Officer will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	LCC	02-05-2025
2. Distribution List	LCC	02-05-2025

3. Deadline to submit Questions	Potential Offerors	02-19-2025
4. Response to Written Questions	Procurement Officer	02-21-2025
5. Submission of Proposal	Offerors	02-26-2025 3 PM MT
6. Proposal Evaluation	Evaluation Committee	02-28-2025
7. Selection of Finalists	Evaluation Committee Selects and Procurement Officer notifies Finalists	02-28-2025
8. LCC BOT Approval	LCC BOT	Pending
9. Contract Awards	LCC/Award Winner	Pending
10. Protest Deadline	Offerors	+15 days

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 Luna Community College on February 14, 2025

2. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Officer as to the intent or clarity of this RFP until 5:00 PM February 21, 2024 Mountain Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Officer as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

3. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. Questions and answers will be posted to: https://luna.edu/rfp_itb

4. Submission of Proposal

All offeror proposals must be received electronically for review and evaluation by the Procurement Officer no later than **3:00 PM Mountain Time on February 26, 2025**. Proposals received after this deadline will not be accepted.

Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed

to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

5. Proposal Evaluation

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

6. Selection of Finalists

The Evaluation Committee will select and the Procurement Officer will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible.

7. Recommendation of Finalist

Finalist Offerors will be presented to the Board of Trustee as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended.

8. Submission of Recommended Award Winner to BOT

Recommended Award Winner will be submitted to BOT as soon as possible.

9. Finalize Contractual Agreements

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

10. Contract Awards

If applicable as stated in the Scope of Work/Specifications, LCC reserves the right to make multiple awards of the items, projects and/or sections of this Request for Proposals.

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

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

11. 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 Time on the 15th 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 party listed below. The protest must be delivered to:

Justin Garcia, CPO, Procurement Director
Luna Community College
366 Luna Drive
Las Vegas, New Mexico 87701
purchasing@luna.edu

Protests received after the deadline will not be accepted.

III. MANDATORY SPECIFICATIONS

Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All specifications are **mandatory**. Offerors should respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

1. Letter of Transmittal

Each proposal must be accompanied by a completed Letter of Transmittal signed by a person authorized to obligate the company. The letter of transmittal **must**:

- a) Identify the submitting organization;
- b) Identify the name, title, telephone number, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title, telephone number, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles, telephone numbers, and e-mail addresses of persons to be contacted for clarification;

- e) Explicitly indicate acceptance of the conditions governing the procurement (per Appendix B – General Requirements);
- f) Be signed by the person authorized to contractually obligate the organization; and
- g) Acknowledge receipt of any and all amendments to this RFP.

2. Summary of Proposed Services

Offerors shall submit a summary of proposed services in response to LCC’s audit needs as detailed in the Scope of Work.

3. Offeror’s Higher Education Experience

Offerors shall submit a statement regarding their experience working with higher education institutions, including experience of subcontractors, if applicable.

4. Offeror’s Company Experience

Offeror must submit a statement of relevant experience. The documentation must thoroughly describe how the offeror has supplied expertise for similar contracts and work related to Agency Audit Services.

Offerors should include in their proposal’s documentation describing the extent of their experience and expertise and business knowledge, contracts, and connections.

5. Offeror’s Company References

Offeror’s proposals shall include three (3) external references from clients who are willing to validate the Offeror’s past performance on similar contracts. The minimum information that shall be provided for each client reference follows:

- a. Name of the contact person;
- b. Name of the company or governmental entity;
- c. Address of the contact person;
- d. Telephone number of contact person;
- e. Email address of the contact person;
- f. A description of the products and services provided and dates the products provided.

6. Proposed Key Personnel Experience and Qualifications

Offerors shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialist, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in New Mexico. Narratives(s) should include a thorough description of the staff’s education, knowledge, and relevant experience, as well as certifications or other professional credentials.

7. Project Plan

Offerors shall provide a work plan with milestones, including audit timing and an explanation of the methods and technologies that will be used to perform the services required. The work plan should reference sources of information such as LCC's budget and related materials, organizational charts, manuals and programs, financial and other management information systems.

8. Cost

Offerors shall provide an itemized cost proposal, including hourly rates for each of the deliverables outlined in the Scope of Work

9. Campaign Disclosure Form

A completed Campaign Contribution Disclosure Form is required for all contracts secured by competitive sealed bid pursuant to NMSA 1978 13-1-191.1. APPENDIX C

10. Resident Business Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid resident business certificate shall receive an additional 50 points. The Offeror's proposal must contain a copy of a valid Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference. Please note: An Offeror may only receive one preference.

11. Resident Veterans Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran possessing a valid New Mexico Resident Veterans Preference Certificate shall receive an additional 100 points. The Offeror's proposal must contain a valid Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference. Please note: An Offeror may only receive one preference.

IV. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation criteria with point value assigned to each to be used for analyzing and evaluating submitted proposals. LCC reserves the right to make an award based directly on the proposals or to negotiate with one or more Offerors, or reject all proposals.

<u>CRITERIA</u>	<u>POINTS AVAILABLE</u>
1. Letter of Transmittal	Pass/Fail
2. Summary of Proposed Services	25
3. Higher Education Experience	15
4. Company Experience	15
5. Company References	6
6. Proposed Personnel Experience and Qualifications	6
7. Project Plan	18
8. Cost	15
9. Campaign Contribution Disclosure Form	Pass/Fail
SUBTOTAL	100
Additional Optional Points	
10. New Mexico Resident Business Preference; <u>or</u>	5
11. New Mexico Resident Veteran Preference	10

B. EVALUATION CRITERIA

Points will be awarded on the basis of the following evaluation criteria:

1. Letter of Transmittal (Pass or Fail).

2. Summary of Proposed Services (25 points)

Points awarded will be based on upon the Offeror's proposed services and responsiveness to LCC's audit service needs as detailed in the Scope of Work that demonstrate awareness of LCC's audit history.

3. Offeror's Higher Education Experience (15 points)

Points will be awarded for company experience working with Institutions of Higher Education based upon an evaluation of the Offeror's work for previous clients receiving similar services to those proposed by the Offeror for this contract.

4. Offeror's Company Experience (15 points)

Points awarded will be based upon and evaluation of the documented company experience including subcontractors, if applicable, on similar projects and engagements.

5. Offeror's Company References (6 points)

Points awarded will be based on company references evaluating the Offeror's work for previous clients receiving similar services to those proposed by the Offeror for this contract.

6. Proposed Personnel Experience and Qualifications (6 points)

Points awarded will be based on an overall assessment of the of team. This evaluation includes each staff member's e experience and qualification as they relate to their proposed role and the needs of this contract.

7. Project Plan (18 points)

Points awarded will be based on the quality and thoroughness of the project plan for completing the audit services within a concise period of time to compliment timeliness of LCC's fiscal year 2024 audit efforts.

8. Cost (15 points)

Offerors shall provide an itemized cost proposal, including hourly rates, as applicable to include fringe benefits, overhead costs and any associated fees/expenses.

9. Campaign Contribution Disclosure Form (Pass/Fail)

A completed Campaign Contribution Disclosure Form is required for all contracts secured by competitive sealed bid pursuant to NMSA 1978 13-1-191.1.

10. Resident Business Preference (5 points)

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid resident business certificate shall receive an additional 5 points. The Offeror's proposal must contain a copy of a valid Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference. Please note: An Offeror may only receive one preference.

OR

11. Resident Veterans Preference (10 points)

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran possessing a valid New Mexico Resident Veterans Preference Certificate shall receive an additional 10 points. The Offeror's proposal must contain a valid Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference. Please note: An Offeror may only receive one preference.

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 may be eliminated from further consideration.
2. The Procurement Officer may contact the Offeror for clarification of the response
3. Responsive proposals will be evaluated on the criteria in Section IV, which have been assigned a point value. The most advantageous proposal may or may not have received the most points. The responsible Offerors whose proposals are most advantageous to the College taking into consideration the evaluation criteria in Section IV will be recommended for award.

APPENDIX A: DEFINITION OF TERMINOLOGY

“**Audit Rule**” means NMAC 2.2.2 (Title 2-Public Finance, Chapter 2-Audit of Governmental Agencies, Part 2-Requirements for Contracting & Conducting Audit of Agencies of the New Mexico Administrative Code.) NMAC 2.2.2 is posted on the New Mexico Office of the State Auditor’s website at www.saonm.org.

“**BOT**” means Board of Trustees

“**Chief Procurement Officer**” or “**CPO**” means LCC’s Chief Procurement Officer.

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

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

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

“**Contract Manager**” means the individual selected by LCC to monitor and manage all aspects of the contract resulting from this RFP.

“**Deliverable**” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“**Desirable**” the terms “may,” “can,” “should,” “preferable,” or “prefers” identify a desirable or discretionary item or factor (as opposed to ‘mandatory’).

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

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

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

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

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

“**FY**” means Fiscal Year.

“**FYE**” means Fiscal Year Ended.

“**LCC**” means Luna Community College

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

“**Milestone**” means a significant event in a project, usually the completion of a major deliverable.

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

“**Procurement Officer**” means the person or designee authorized by LCC to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“**Requirements**” are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

“**Responsive Offer or Responsive Proposal**” means an offer or proposal that conforms in all material respect to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

“**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“**Solicitations**” means ITB or RFPs.

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

APPENDIX B: GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal Form. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of 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 LCC which may derive from this RFP. The LCC entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

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

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Officer 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 the Agency. 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 Officer 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. and 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 Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates LCC to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the LCC.

11. Sufficient Appropriation

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

12. Legal Review

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

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 LCC through the Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between LCC and a contractor will follow the format specified by the New Mexico State Audit Rule 2.2.2 defined as the Audit Contract and contain the terms and conditions set forth in the Sample Contract Appendix B. Offeror Qualifications

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

16. Right to Waive Minor Irregularities

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

17. Change in Contractor Representatives

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

18. 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.

19. Agency Rights

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

20. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

21. Ownership of Proposals

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

22. 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 the LCC.

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 LCC's written permission.

23. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.3, Response to Written Questions).

24. 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 LCC, the Offeror acknowledges that the version maintained by LCC shall govern. Please refer to:

https://luna.edu/rfp_itb

25. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX C, 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.

26. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal **must**:

- a) Identify the submitting organization;
- b) Identify the name, title, telephone number, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title, telephone number, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles, telephone numbers, and e-mail addresses of persons to be contacted for clarification;
- e) Explicitly indicate acceptance of the conditions governing the procurement (per Appendix B – General Requirements);
- f) Be signed by the person authorized to contractually obligate the organization; and
- g) Acknowledge receipt of any and all amendments to this RFP.

27. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000) with any state agency 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 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 or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Purchasing Officer or other party to this Agreement 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, Central Purchasing Officer may terminate the involved contract for cause. Still further the 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 Central Purchasing Officer.

APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)