



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

PROJECT NAME: Unmanned Aircraft Systems (USA)

PROPOSAL NUMBER: RFP 2203028E

RFP DUE TIME AND DATE: April 20, 2022 at 2:00 PM (Local Time)

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

LOCATION: New Mexico Institute of Mining & Technology
West Hall, Rm 104
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 a offer with any NMIMT office or NMIMT 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. There is no page limit, but please be concise.

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 NMIMT 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 575-835-6679 or emailed to 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 <http://www.nmt.edu/purchasing-services>. 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 NMIMT, nor does NMIMT's silence imply any acceptance or rejection of any offer. NMIMT 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 NMIMT. 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 four (4) **copies (without pricing) and one (1) original (with pricing)** are required. **Please label the original and ensure the signature is original by using a colored ink pen.** 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 NMIMT 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 NMIMT 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	NMIMT Purchasing	March 20, 2022
Mandatory Pre-Proposal Conference and Site Visit	NMIMT Purchasing Proposer	N/A
Deadline for Questions	Proposer	April 13, 2022 @5:00 PM (local time)
Deadline for Addendum(s)	NMIMT Purchasing	April 14, 2022 @5:00 PM (local time)
Submission of Offer	Proposers	April 20, 2022 @2:00 PM (local time)

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 NMIMT 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 NMIMT, 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 NMIMT 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 NMIMT and may be terminated without penalty or obligation at any time prior to the signing of a contract. NMIMT 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 solely of three to five (3-5) NMIMT 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 NMIMT on the following factors:

4.1.1

Identification Number	Evaluation Criteria	Basis for Evaluation
1.0 Experience and Past Performance		Weight 25%
1.1 Ability to provide Unmanned Aircraft Systems Training Classes	The Proposers should have extensive experience, the ability, capacity and skill in Unmanned Aircraft Systems Training Classes. Furnish three (3) examples of previous projects similar to the requirements stated in NM Tech's SOW. The information should include the following: a. Name and location b. 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 NM Tech as stated in the SOW. In addition, customer satisfaction will be evaluated.
2.0 Approach to Providing Deliverables		Weight 45%
2.1 Approach	Proposer should confirm the approach that they will utilize to provide the required deliverables as described in the SOW.	Overall methodology to be employed; analytical procedures to be used; schedules and milestones; problem solving techniques used to provide deliverables.
2.2 Resume(s)	Proposer is to provide resumes for the all proposed key personnel that would include their education, qualifications / certifications, tenure with the company, and experience with projects of this size and complexity.	Resumes will be evaluated to determine the adequacy of the individual / firm being offered. Adequacy will be determined by reviewing such factors as: - Applicable experience towards the position proposed - Education - Experience/Qualifications with projects similar in nature.
3.0 Cost		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 which 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.

4.2 The price portion of the offer 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 NMIMT'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 NMIMT reserves the right to select the combination of goods and services that appear best-suited to meet the needs of NMIMT. NMIMT reserves the right to reject any offer outright even if technically superior, if such an offer exceeds NMIMT'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 NMIMT.

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 NMIMT.

5.5 NMIMT reserves the right to negotiate a change in Proposer's representative if the assigned representative is not supplying NMIMT'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 NMIMT.

5.6 If Proposer's offer is accepted, the offer and appropriate modifications will be incorporated in the contract entered into between NMIMT 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) NMIMT RFP# 2203028E and all addenda
- 2) Proposer's Offer

5.8 NMIMT 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, NMIMT 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. NMIMT 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 NMIMT 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. NMIMT will consider but is not bound by any Proposer's standard terms and conditions. If an impasse occurs, the offer shall be disqualified.

5.9.1 Any proposed changes to the terms and conditions attached to this RFP including the additional terms and conditions must be stated in Offeror's proposal in a Section marked "TERMS AND CONDITIONS." Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFP response, will not be entertained by NMIMT at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract, will be ineffective and inapplicable.

5.9.2 NMIMT reserves the right to reject a proposal on the basis the compromising language which cannot be accepted by NMIMT. Any additional terms and conditions which may be the subject of negotiation will be discussed only between NMIMT and the successful Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

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 NMIMT. 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 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.

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 NMIMT 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 NMIMT 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 NMIMT are specifically exempted from New Mexico 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 NMIMT by sending a request to purchasing@nmt.edu along with company name, address and TIN or NM CRS number.

5.13.4 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.

5.14 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 NMIMT.

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> **NMIMT's E-Verify Company ID Number is 165512**

5.16 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.

5.17 During the term of this agreement, NMIMT 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 NMIMT 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 NMIMT personnel or a third party under contract with NMIMT. NMIMT shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from NMIMT 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 NMIMT is contingent upon availability of sufficient funds and sufficient appropriations and authorizations being made by the funding entity(s) for such performance. NMIMT'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 NMIMT 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 NMIMT proposes modifications, the Contractor shall within thirty (30) days after receiving NMIMT's notice give NMIMT 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 NMIMT 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 NMIMT reserve 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. NMIMT likewise reserves the right to designate an Evaluation Committee in evaluating the offers according to the evaluation criteria. NMIMT 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 NMIMT is unable to negotiate a contract with the one selected as most qualified, negotiations will be terminated at the discretion of NMIMT. 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 PREFERENCE

8.1 A New Mexico resident business shall be awarded the equivalent of five percent (5%) 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 attached the certificate to the response. The preference may not be combined with the Veterans Preference. Procurements involving federal funds are excluded from in state preference laws.

9. VETERANS PREFERENCE

9.1 A New Mexico resident veteran contractor, upon providing certification as a resident veteran with their offer, 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 two (2) years with the option to renew this agreement for up to an additional two (2) year term 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 NMIMT 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 NMIMT, 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, NMIMT 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 NMIMT, become the property of NMIMT, 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 NMIMT for damages sustained by NMIMT by virtue of any breach of this agreement by the Contractor, and NMIMT may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due NMIMT from the contract is determined.

13.1.2 NMIMT may terminate the Contract at any time by giving ninety (90) days written notice to the Contractor. If the Contractor is terminated by NMIMT 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 (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 (May2014) 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	Biobased products that use USDA designated items	52.223-1 (May 2012)
Recovered Material	Biobased products that do	52.223-2 (Sept 2013)

Recovered Material	not use USDA designated items EPA Designated items except off the shelf Items less than \$150K	52.223-4 (May 2008)
Recovered Material	EPA Designated items except off the shelf Items greater than \$150K	52.223-9 (May 2008)
Recovered Material	EPA-designated items Service and Construction	52.223-17 (Aug 2018)

15. SCOPE OF WORK

The objective of this Statement of Work is to obtain reliable, efficient, and effective services by applying a sound management and technical approach that will provide the best value and meet the objectives described in this document. The work described will be to assist New Mexico Institute of Mining and Technology/Energetic Materials Research and Testing Center/Playas Research and Training Center (NMIMT/EMRTC/PRTC) in fulfilling its responsibilities to deliver Unmanned Aircraft Systems (UAS) training courses. Note: Prospective bidders may bid on one or more tasks. This project consists of resident and mobile delivery of the certified course(s) using instructors approved by NMIMT and DHS/FEMA. All positions will be filled as needed and are dependent upon the workload of NMIMT staff.

Course instructors will have substantial documented experience and specialized technical expertise in the subject matter areas of the courses. Instructor experience and qualifications will be subject to review and approval by NMIMT/EMRTC/PRTC. All instructors will be evaluated by NMIMT and must meet the NMIMT instructor certification requirements. Instructors working on the FEMA funded grant must meet requirements as defined by NDPC/DHS/FEMA. NMIMT will make the final decision as to whether instructors will begin/continue within the NMIMT training functions. Subject Matter Experts (SME) qualifications will be provided for review to NMIMT/EMRTC/PRTC and maintained for further requirements and needs. Offers should reflect actual time and materials with travel estimations to large U.S. cities, Playas, NM and Socorro, NM for resident courses. All travel costs will be required to meet Federal Travel Policies Travel. No Firm Fixed Price quotes will be considered.

TASK DESCRIPTIONS

Task 1: Resident/Mobile Course Instructor Support Services (FEMA Funding)

This task provides services for the scheduled resident/mobile courses and delivery. Mobile courses are at or near the location of the agency that requests the training and are awareness or performance level courses. Drone Assessment and Response Training (DART) is a resident performance level course 24 hours in length and will require three (3) part time SME instructors as determined by the NMIMT program manager. The instructors will be required to arrive 1 hour before the start time each day. A total of 27 man hours will be charged per instructor per delivery. DART mobile is an awareness level course eight (8) hours in length and will require two (2) part time SME instructors. The instructors will be required to arrive 1 hour before the start time and stay up to 30 minutes after the class has ended. A total of nine and a half (9.5) man hours will be charged per instructor per delivery. All courses generally require a minimum number of course participants approved by the NMIMT/EMRTC Program Manager. NMIMT will be responsible for the location and scheduling of these courses. All courses will be subject to change/cancellation and approved by NMIMT/EMRTC Program Manager. Locations are based upon valid requests within the United States and its territories. All travel costs will be required to meet Federal Travel Policies. When instructors travel to training sites no salaries may be charged to the program for that travel time.

The subtasks include:

1. As requested by NMIMT/EMRTC the contractor may be asked to coordinate with response, emergency management, and public safety agencies to ensure that they are aware of the menu of mobile courses. Efforts in the marketing and public relations aspects of all resident and mobile courses must be pre-approved, documented and reported to the NMIMT/EMRTC First Responder Program Manager on a quarterly basis. These efforts could include, but are not limited to, emails, phone calls, conference presentations, and correspondence with emergency response/emergency management agencies, state training coordinators, and first responder associations and organizations.
2. Contractor is responsible for recruiting, identifying, hiring, and supervising instructors that meet the required experience level. Instructors must have substantial experience and specialized technical expertise in subject matter areas of course assignment. Instructors must be approved by the NMIMT/EMRTC Program Manager.

3. Instructors' training and certification must meet or exceed the NMIMT/EMRTC Instructor Certification Program Requirements (see separate attachment, New Mexico Tech Instructor Certification Program manual).
4. Instructor experience and qualifications will be subject to review and approved by NMIMT/EMRTC First Responder Program Manager.
5. All instructors will be evaluated yearly, at a minimum, according to the NMIMT/EMRTC Instructor Certification Program Requirements. Evaluations will be reviewed by NMIMT/EMRTC First Responder Program Manager.
6. NMIMT/EMRTC reserves the right to approve all instructors prior to hiring and when hired, whether he or she will continue to support the program.
7. Contractor is responsible for establishing a Point of Contact who will schedule instructors as needed.
8. Contractor is responsible for briefing NMIMT on any and all deficiencies or issues identified in classroom deliveries.
9. Contractor is responsible for managing all aspects of the training functions in the classroom, i.e., provide presentations, manage and utilize instructional equipment to present classes, and support class participants while at host facilities.
10. Contractor is responsible for ensuring all course content files such as instructor and participant guides are current using the most recent revision of each course.
11. Contractor is responsible for providing instructor assignments to NMIMT/EMRTC First Responder Program Manager based on course schedules including location and dates at least two weeks prior to delivery. There are exceptions when NMIMT gives a short notice training request. For resident courses Contractor shall provide instructor assignments to NMIMT/EMRTC First Responder Program Manager in six month increments.
12. Contractor will maintain communication with EMRTC First Responder Program Manager and staff to ensure all requirements for instructional presentations is complete prior to each iteration of scheduled courses.

The objective of this portion of the Statement of Work is to obtain reliable, efficient, and effective services by applying a sound management and technical approach that will provide the best value and meet the objectives described in this document. The work described will be to assist NMIMT/EMRTC/PTRC in fulfilling its responsibilities to deliver UAS training courses. One example is the First Responder Training sponsored by NTED/FEMA. Note: Prospective Offerors may offer on one or more tasks. This project consists of the assessment and development of curriculum leading to DHS/FEMA certification of approved UAS courses. Positions will be filled as needed and are dependent upon the workload of NMIMT staff.

Course developers should have substantial documented experience and specialized technical expertise in areas of responsibility. NMIMT will make the final decision as to whether developers begin and continue within the NMIMT curriculum team. Developer's qualifications will be provided for review to NMIMT/EMRTC/PTRC prior to the start of the project.

TASK DESCRIPTIONS

Task 2: Instructional Systems Designer

This task supports the delivery of courses by ensuring that all course materials are designed, structured and formatted in accordance with DHS/FEMA curriculum standards or as required. There should be a focus on organized preparation of curriculum to be taught to students. The curriculum is made into certified documents as guides to teachers, and made mandatory. Major curriculum revisions and recertification will follow the NTED/FEMA schedule and revision process or other guidelines as required. Tasks will be determined by request from NMIMT/EMRTC and/or DHS/FEMA regarding course development and certification requirements. This task order may involve some travel but it is expected to be minimal and man hours are not to exceed forty (40) per work week. The Instructional System Designer will work at the direction of NMIMT/EMRTC Instructional System Designer who will establish priorities. Support may include working with NMIMT/EMRTC personnel in a training capacity using program software such as Microsoft Office. SME areas include but are not limited to EOD/Bomb Tech, Homemade Explosives, Special Weapons and Tactics (SWAT), UAS operations, Event Assessments and Hazmat. Required travel will be authorized and approved by NMIMT/EMRTC. When contractor staff travel to required sites no salaries may be charged to the program for that travel time. All travel costs will be required to meet Federal Travel Policies. This position may be terminated at any time based on funding or a change in program requirements.

The subtasks include:

1. Developing appropriate training and audiovisual aids to support delivery of instruction for scheduled classes and other training projects as directed by NMIMT/EMRTC.
2. Supporting the development of program materials for resident, direct deliveries, indirect deliveries, and web-based courses.
3. Supporting the revision of materials as required under the guidance of NMIMT/EMRTC, FEMA style guide, NTED recertification requirements and any other specific request.

4. Maintain and provide to the NMIMT/EMRTC Program Manager and/or his designee existing digital, graphic, and/or multimedia components of course materials.
6. Support the development of materials as required for grant proposals, planned scholarly products, research projects, articles for peer-reviewed journals, academic press, and articles appearing in trade and professional journals.
7. Support the development of program materials for local, state or federal training as directed by NMIMT/EMRTC Program Manager.
8. This is not a full time position, all work is as needed and will be scheduled by NMIMT/EMRTC.

Task 3: Technical Writer

This task supports the delivery of courses by producing technical documentation that helps people use a product or service. This documentation includes online help, user guides/manuals, white papers, design specifications, system manuals, project plans, test plans, business correspondence, etc. Technical writers create documentation in many forms, such as printed, web-based, or other electronic means. The Technical Writer works closely with the Instructional Systems Designer and will ensure that all course materials are designed, structured and formatted in accordance with DHS/FEMA curriculum standards or as required. It is the idea of organized preparation of what should be taught to students at a given time in a given year. They are made into certified documents, as guides to teachers, and made mandatory. Major curriculum revisions and recertification will follow the NTED/FEMA schedule and revision process or as required. Tasks will be determined by request from NMIMT/EMRTC and/or FEMA regarding course development and certification requirements. This task order may involve some travel but it is expected to be at a minimum. All travel costs will be required to meet Federal Travel Policies. Based on the availability of funding and hours which are not to exceed forty (40) within the work week. The Technical Writer will work at the direction of NMIMT/EMRTC Instructional System Designer who will establish priorities. Support may include working with NMIMT/EMRTC personnel in a training/co-worker capacity using program software such as Microsoft Office. This position may be terminated at any time based on funding or a change in program requirements. Travel may be required as needed and approved by NMIMT/EMRTC. When Tech Writer(s) travel to work sites no salaries may be charged to the program for that travel time.

The subtasks include:

1. Assist in the development of appropriate training and audiovisual aids to support delivery of instruction for scheduled classes and other training projects as directed by NMIMT/EMRTC.
2. Support the development and document design of program materials for resident, direct deliveries, indirect deliveries, and web-based courses.
3. Support the revision of materials as required under the guidance of NMIMT/EMRTC, FEMA style guide, NTED recertification requirements and any other specific request.
4. Maintain and provide to the NMIMT/EMRTC Program Manager and/or his designee existing digital, graphic, and/or multimedia components of course materials.
5. Creating new digital, graphic, and/or multimedia components required by the ever evolving needs of NMIMT.
6. Support the development and document design of materials as required for program grant proposals, planned scholarly products, research projects, articles for peer-reviewed journals, academic press, and articles appearing in trade and professional journals.
7. Support the development and document design of program materials for local, state or federal training as directed by NMIMT/EMRTC Program Manager.
8. This is not a full time position, all work is as needed and will be scheduled.

Task 4: eLearning Instructional Systems Developer

This task supports the development and delivery of eLearning courses/modules and is responsible for structuring and formatting courses utilizing instructional design principles and in accordance with DHS/FEMA curriculum standards or as required by NMIMT/EMRTC. The eLearning Instructional System Developer will design and develop interactive eLearning modules, microlearning experiences, and supporting media using tools to include Storyline, Rise, Adobe Creative Suite, Microsoft Office, as well as related industry and emerging technologies. The eLearning Instructional Systems Developer will work at the direction of NMIMT/EMRTC Instructional System Designer who will establish priorities, contractor will also make suggestions to NMIMT/EMRTC Instructional System Designer of content/areas of study that could be enhanced with digital delivery. SME areas include but are not limited to EOD/Bomb Tech, Homemade Explosives, Special Weapons and Tactics (SWAT), UAS operations, Event Assessments and Hazmat. Tasks will be determined by request from NMIMT/EMRTC and/or DHS/FEMA regarding course development and certification requirements.

The subtasks include:

1. Apply instructional design theories and adult learning theories to develop eLearning structures.
 - a. Develop learning objectives utilizing Bloom's Taxonomy.
2. Develop eLearning courses/modules to include interactive elements to support learner engagement.
 - a. Develop interactive knowledge assessments to capture learner engagement and measure knowledge retention.
 - b. Conduct course reviews with various audiences, gather feedback, and implement revisions prior to course deployment.
3. Develop eLearning microlearning experiences to be deployed across various web platforms, including social media networks.
4. Develop eLearning supporting media to include, audio, video, animations, simulations, interactive scenarios, role plays, games etc.
5. Ensure course content consistently meets Web Content Accessibility Guidelines and Section 508 compliance.
 - a. Develop transcripts, implementing captions, and text-to-speech solutions to meet or exceed Section 508 requirements.
6. Work with team members to provide support and assist in eLearning management on Learning Management Systems (LMS).
7. Assist in maintaining, updating, re-versioning courses/modules and associated course resources.
8. Track, troubleshoot, and resolve technical issues associated with eLearning courses/modules as needed.
9. Track, troubleshoot, and resolve learning content issues associated with eLearning courses/modules as needed.
10. This is not a full time position, all work is as needed and will be scheduled

All efforts should be completed in accordance with NMIMT/EMRTC standards as well as Section 508 Compliance requirements.

Task 5: 2D/3D Motion Designer

This task develops 2D and 3D animations in support of course development and strategic communication efforts. The 2D/3D Motion Designer is responsible for creating high-level animations in variety of styles, and techniques using Adobe Creative Suite and other current industry software. This position will work at the direction of NMIMT/EMRTC.

The subtasks include:

1. Develops 3D models (characters, objects, environments) for use across various platforms and delivery methods:
 - a. eLearning courses/modules.
 - b. Incorporation into animations.
 - c. Interactive web objects accessible on web, mobile, and mixed reality platforms.
2. Develops 2D/3D animations/videos to support individual learning concepts or recreate fictional and non-fictional scenarios to support course curriculum. Examples include:
 - a. Recreating blast scenes.
 - i. Overlaying video with 2D/3D elements to highlight key information.
 - b. Developing blast simulations.
 - c. Developing fictional scenarios to support course/module learning objectives.
3. Collaborate with instructional designers to provide recommendations and create interactive 3D experiences in support of course-related learning objectives.
4. Manages and organizes asset library for NMIMT/EMRTC
5. This is not a full time position, all work is as needed and will be scheduled

Task 6: Multimedia Specialist

This task will produce audio, video, and interactive multimedia in support of course development and strategic communication efforts. The Multimedia Specialist will use the Adobe Creative Suite and Microsoft Office Suite as well as other current industry software to generate and manipulate graphic images, animations, sound, text and video into consolidated and seamless multimedia pieces for a variety of audiences and platforms. Tasking may include development of videos for instructor-led or eLearning modules, filmed interviews, narration recording, virtual reality, 360° video development, compiling and editing existing footage and more. This position will work at the direction of NMIMT/EMRTC.

The subtasks include:

1. Develop storyboards to conceptualize ideas for multimedia elements utilized to enhance course content or support course learning objectives of strategic program communication plans as requested by NMIMT/EMRTC.
2. Capture and edit audio, photos, and/or video to produce professional media to include the following examples:
 1. Interviews.
 2. Video narrations.
 3. Simulated scenarios in audio/video form.
3. Filming, video editing, sound design, visual effect creation, closed caption creation.
4. Incorporate feedback from peers, subject matter experts and NMIMT/EMRTC into final products.
5. Manages and organizes asset library for NMIMT/EMRTC.
6. This is not a full time position, all work is as needed and will be scheduled.

Task 7: Graphic Designer

This task produces graphic art and visual materials in support of course development and strategic communication efforts. This position is responsible for graphic design, to include, but not limited to: course templates, infographics, illustrations, logos/branding, web content development, wireframe and web page mockups, prototyping, publication design, fact sheets, photography, digital image editing, museum-quality wall displays, tradeshow displays and coordination using the Adobe Creative Suite and Microsoft Office Suite as well as other current industry software. This position will work at the direction of NMIMT/EMRTC.

The subtasks include:

1. Produce print and digital assets for diverse audiences to include students and internal/external stakeholders and distribution across various platforms to include social media networks.
3. Interface with internal and external customers to collect requirements, propose solutions, and conduct reviews.
4. Prepare files for print and electronic delivery. Responsible for fabrication or vendor coordination to produce deliverables when required.
 1. Manage full project lifecycle from design, to production, and delivery.
5. Manages and organizes asset library for NMIMT/EMRTC.
6. This is not a full time position, all work is as needed and will be scheduled

Task 8: Quality Assurance/Quality Control Specialist

This task will test and correct digital and print documents, graphics, and multimedia products to ensure content meets federal accessibility requirements. The QA/QC Specialist is an expert in creating Section 508–compliant PDF, MS Word, MS PowerPoint, and digital products (video, infographics, and interactive products). This position is proficient with MS Office Suite (Word, Excel, PowerPoint), Adobe Acrobat, and accessibility testing tools, color contrast checkers, and screen reading applications. The 508 Compliance Analyst will work at the direction of NMIMT/EMRTC who will establish priorities.

All training must be accessible to students with disabilities. Any course materials including job aids, or reference materials developed and/or modified under this contract shall meet the requirements of Section 508 of the Rehabilitation Act (29U.S.C. 795d). The Section 508 requirement information may be found at the GSA's Section 508 website at <http://www.section508.gov>.

The subtasks include:

1. Review digital documents and products, including Instructor Led Training (ILT), On-line Training (OLT), PDFs and MS Office Suite (Word, Excel, and PowerPoint) files, images and videos against Section 508 compliance standards to ensure content conforms to accessibility guidelines and requirements; provide compliant files back to authors. Quickly and accurately pinpoint areas of non-compliance in documents and suggest solutions to achieve compliance.
2. Review design concepts for graphics/multimedia products for compliance prior to production.
3. Ensure new documents and forms are prepared or finalized in accordance with Section 508 compliance requirements.
4. Work collaboratively with development team to encourage accessible authoring of content by sharing guidelines, best practices, and subject matter expertise.
5. Maintain current knowledge of Section 508 compliance and accessibility guidelines and checklists.
6. This is not a full time position, all work is as needed and will be scheduled

Task 9: Database Administrator

This task will be responsible to architect, administer, test, implement and perform backups on computer databases; design and implement application software; design, update, implement and maintain the EMRTC web site and intranet. The EMRTC database will primarily be run using Microsoft SQL Server 2008 but familiarity with other Database platforms is desired. Will serve as principle programmer for First Responder Training Program. Microsoft SQL Server 2008 Administration and Implementation required. Applications software programming (JAVA, PHP, HTML, Javascript, AJAX, SQL, C++, C#, .NET) required. Windows and Linux Problem solving required. Microsoft Access implementation and design required. MySQL and Oracle database systems experience desired. This position will work at the direction of NMIMT/EMRTC.

The subtasks include:

1. Design, maintain, implement and backup the NMIMT/EMRTC database
2. Design and implement new or existing application software projects
3. Design and implement new or existing website
4. Create applicable documentation
5. Serve as a high level technical support option for staff
6. This is a full time position but may be terminated at any time based on funding or a change in program requirements

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# 2203028E

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_____

Title

Date

Telephone

Email

Resident Contractor Certification Number
(include a copy with the offer)

Resident Veteran Contractor Certification Number
(include a copy with the offer)

Original Signature Required

Date

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

Name

Telephone

Email

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 of 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 transaction (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 NMIMT, 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 NMIMT, or to any person or persons who have a partnership or other financial interest with said Proposer in his business.

Name

Title

Signature

Date