



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

PROJECT NAME: Printing and Delivery Services

PROPOSAL NUMBER: RFP #2408015E

RFP DUE TIME AND DATE: September 6, 2023 at 2:00 PM (Local Time)

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

MAILING ADDRESS: New Mexico Institute of Mining & Technology
Attn: RFP #2408015E
Brown Hall, Rm 100
801 Leroy Place
Socorro, NM 87801

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 New Mexico Tech office or New Mexico Tech individual for delivery to the Purchasing Services Office.

1.2 This RFP contains specific requests for information. However, in responding, Proposers are encouraged to include in their offers any additional information they believe relevant and valuable. Sales and general promotional material should not be included, specific product literature may be included. The offer must be specific and must be responsive to the criteria set forth in this request.

1.3 Clarification of instructions, terms and conditions, insurance, and preparation or submission of offers shall be made only by the Purchasing Services Office. No other source within New Mexico Tech is authorized to explain, interpret, or give information concerning the Request for Proposal document. Further, no contact between the proposers and the end-users of the good 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. **All questions must be submitted no later than 5:00 P.M. seven (7) calendar days before the proposal is due.** Questions and their answers will be incorporated into an addendum which will be posted on the Purchasing website at <https://www.nmt.edu/finance/purchasing/index.php> . Receipt of addenda must be noted on the Proposer's offer confirming the receipt of any and all amendments.

1.4 This RFP implies no obligation on the part of New Mexico Tech, nor does New Mexico Tech's silence imply any acceptance or rejection of any offer. New Mexico Tech reserves the right to accept or reject any or all offers or any part thereof, and to waive any technicalities or informalities in the offer if in the best interests of New Mexico Tech. Incomplete offers may result in dismissal of all or part of the response.

1.5 The offer should be delivered to the Purchasing Services Office at the address shown on page 1. A total of one original and one copy on a thumb drive are required. The completed offer must be in a sealed envelope or box marked with "Request for Proposal" and corresponding RFP number. Note: the Purchasing Services Office is closed at lunch M-F from noon until 1:00 p.m. if hand delivering, please time your arrival accordingly.

1.6 Each offer must give the complete mailing address of the Proposer and must be signed by the Proposer with the Proposer's legal authorized signature on the forms included in this RFP. An offer by partnerships must be signed by one of the members of the 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 persons signed should be typed or printed below the signature. **Unsigned offers will be considered non-responsive and returned to the Proposer.**

1.7 Offers will not be opened publicly but shall be opened in the presence of the Chief Procurement Officer and one or more New Mexico Tech representatives.

1.8 Offers will be evaluated on their ability to satisfy the requirements stated herein at the best obtainable price. The precise method by which the Proposer shall be evaluated is detailed further in this document.

1.9 If a Proposer has assisted with the development of the proposal or provides specifications, that Proposer MAY NOT submit an offer.

1.10 Each offer must be typed and legible. Failure to include all information requested in the RFP documents may render the Proposer's offer non-responsive and the offer may be returned to the Proposer. All information must be entered in ink or typed and corrections must be initialed.

1.11 No employee of New Mexico Tech shall have any direct financial interest with any Proposer's company. Any violation of this provision will render the offer void unless it is approved by the Board of Regents after full disclosure by the employee.

1.12 Proposer’s response must be specific and in such form that the evaluation committee may readily compare the response to the appropriate criteria. If invited for an interview or product demonstration regarding this proposal, failure to respond to an invitation to make a presentation to the committee may result in an offer not being considered.

1.13 Proposer’s offer must be bound and indexed and must use, where required, the forms provided in the RFP. Proposers should organize each copy of their offer as follows, with a tab / section for each alpha designation and its title, in order to simplify evaluation. If the required format is not followed, the offer may be eliminated from consideration.

1.14 The Chief Procurement Officer will make every effort to adhere to the following schedule however the schedule is subject to change.

Action	Responsibility	Date
Issuance of Request for Proposal	NMIMT Purchasing	August 14, 2023
Mandatory Pre-Proposal Conference and Site Visit	NMIMT Purchasing Proposer	N/A
Deadline for Questions	Proposer	August 31, 2023 @5:00 PM (local time)
Deadline for Addendum(s)	NMIMT Purchasing	September 1, 2023 @5:00 PM (local time)
Submission of Offer	Proposers	September 6, 2023 @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 New Mexico Tech will be considered at any time it is received.

2.2 If not withdrawn before the proposal opening date and except as otherwise provided in the Procurement Code, no Proposer may withdraw its offer within ninety (90) days after the actual date of the opening. Prior to award, offers may be withdrawn anytime by written notice, or in person by Proposer’s authorized representative.

2.2 No Proposer shall be deemed responsible if it has been debarred by New Mexico Tech, if in the preceding twelve months it has failed to perform any contract, or if Proposer’s bonding company has been required to complete the work of a contract for Proposer.

3. RFP TERMINATION

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

4. EVALUATION CRITERIA

4.1 Offers shall be evaluated by a committee comprised 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 New Mexico Tech on the following factors:

4.1.1

Identification Number	Evaluation Criteria	Basis for Evaluation
1.0 Experience and Past Performance		Weight 40%
1.1 Printing and Delivery	<p>The Proposers should have extensive experience, the ability, capacity and skill in the area of printing and/or delivery services. Furnish three examples of previous projects similar to the requirements stated in NM Tech’s SOW and Exhibits. The information should include the following:</p> <ol style="list-style-type: none"> a. Name and location b. Name, address, email address and telephone number of owner’s representative c. Project description d. Cost 	<p>The previous work experience for the printing and delivery services will be evaluated for their similarity to the requirements of NM Tech as stated in the SOW. In addition, customer satisfaction will be evaluated.</p> <p>Quality is important, Proposer should describe quality control methods and how incorrect orders will be resolved.</p>
2.0 Management		Weight 30%
2.1 Organization Chart	<p>Proposer is to provide a description of the organization structure proposed to complete this project. Proposer shall provide a copy of the proposed organization chart. Include a discussion that adequately describes the resources both internal and external. Discuss how communications will be handled within the organization structure.</p>	<p>The organization chart will be evaluated to determine the probability of success based on the proposed structure. Completeness, appropriate reporting relationships, communication, etc. are all factors to be used in determining the probability of success.</p>
2.2 Roles and Responsibilities	<p>Proposer is to describe the roles and responsibilities of the major personnel or positions in the proposed organizational structure, including the primary interactions.</p>	<p>These will be evaluated to determine if all the key roles and responsibilities have been appropriately assigned.</p>
2.3 Resumes of Key Personnel	<p>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.</p>	<p>Resumes will be evaluated to determine the adequacy of the primary management team being offered. Adequacy will be determined by reviewing such factors as:</p> <p>Applicable experience towards the position proposed Education Experience/Qualifications with projects similar in nature.</p>
3.0 Cost		Weight 30%
	<p>Proposals should include sufficient cost detail to provide the service requirements of this RFP. Cost assumptions made by the Offeror should be explained in sufficient detail to confirm the Offeror’s understanding of the financial risks and cost elements to meet the requirements of the SOW.</p>	<p>Cost will be considered in the overall evaluation of proposals regarding cost consciousness, cost realism, probable costs, cost reasonableness, financial adequacy, and understanding of the contract requirements as reflected in the cost and financial information. 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. Published price lists with a percentage discount are acceptable. The Tables in this RFP will also be used in the evaluation.</p>

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

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

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

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

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

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

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

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

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

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

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

- 1) New Mexico Tech RFP# 2408015E and all addenda
- 2) Proposer's Offer

5.8 New Mexico Tech shall reserve the right to terminate any contract entered into as a result of the RFP at any time by giving thirty (30) days written notice of its intent to cancel. In the event the Contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, New Mexico Tech shall notify the Contractor, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the Contractor must submit, in writing, why such corrective action has not been performed. New Mexico Tech reserves the right to determine whether or not such non-compliance may be construed as a failure of performance of the contract.

5.9 The Proposer must state those standard terms and conditions which the Proposer will expect New Mexico Tech to consider. Any deviation from proposal specifications must be clearly identified by the Proposer. This RFP will prevail in the event of a conflict between the Proposer's offer and the RFP. New Mexico Tech will consider but is not bound by any Proposer's standard terms and conditions. If an impasse occurs, the offer shall be disqualified.

5.10 It shall be each Contractor's responsibility to provide for the safety of workers and public in compliance with the requirements of insurance and public health and safety.

5.11 The selected Contractor(s) shall be required to provide insurance certificates to the Purchasing Services Office as part of the resulting contract. Coverage must be maintained in full force for the duration of the contract, or until complete and successful performance of the contract is acknowledged by New Mexico Tech. The following minimum amounts are required:

WORKER'S COMPENSATION - Minimum by Statute

COMMERCIAL GENERAL LIABILITY - INCLUDING CONTRACTUAL

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

COMPREHENSIVE AUTOMOBILE - Including Owned and Non-owned

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

5.12 The Contractor(s) will assume the liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death), or damages or alleged damages to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the Contractor, and his agents, and employees, including losses, expenses, or damages sustained by New Mexico Tech. The Contractor will undertake and agree to indemnify and hold harmless New Mexico Tech and its Board of Regents, individually and collectively, and the officers, agents, and employees of New Mexico Tech, from any and all losses, expenses, damages (including loss of use), and to pay all damages, judgments, costs and expenses, including attorney's fees in connection with said demands and claims resulting therefrom. Any claims against New Mexico Tech must be filed with the State of New Mexico.

5.12.1 The Contractor shall adhere to the Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board Occupation Health and Safety Regulations, and Radiation Control Bureau regulations that apply to work performed under this proposal. The Contractor shall defend, indemnify, and hold New Mexico Tech free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs, and attorney's fees.

5.13 New Mexico Tech, is an agency of the State of New Mexico. In accordance with State Statutes, Sections 7-9-13 and 7-9-54, sales of TANGIBLE PERSONAL PROPERTY to New Mexico Tech are specifically exempted from the state Gross Receipts Tax. This exemption does not apply to the purchase of services, leases of property, or items purchased for a construction project.

5.13.1 All proposal amounts shall EXCLUDE any applicable Gross Receipts Tax. If the resulting contract is taxable, show the amount of the tax as a separate item on the itemized list.

5.13.2 Federal Registration #: 85-6000-411 New Mexico Identification #: CRS 01-507116-002

5.13.3 A Nontaxable Transaction Certificate (NTTC) can be obtained from New Mexico Tech by sending a request to purchasing@nmt.edu along with company name, address and TIN or NM CRS number.

5.14 In accordance with NMSA 13-1-129, Proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Contractor. Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting entity with no obligation by New Mexico Tech.

5.15 The Immigration Reform and Control Act of 1986, Pub L 99-603 (8 USC 1324a) requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices. Submission of the information required is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986. More information regarding the employment requirements can be found at the following website: <http://www.uscis.gov/files/form/i-9.pdf> **New Mexico Tech's E-Verify Company ID Number is 165512**

5.15.1 Any Contractor and Subcontractor(s) working on a contract(s) entered into subsequent to this RFP shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to its hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, national origin, race, religion, gender, sexual orientation, or veteran status.

5.16 When appropriate, Contractor agrees to certify to the County of Socorro that all applicable Gross Receipts Taxes ("GRT") have been reported and paid under location code 25-025 in the unincorporated areas of Socorro County. Contractor shall, upon payment of applicable GRT to the New Mexico Department of Taxation and Revenue, cause to be sent to the County of Socorro, Attn: Finance Director, P.O. Box 1, Socorro, NM 87801 a certification of the amount of GRT paid under location code 25-025 for the applicable reporting period. When reporting the city of Socorro tax, please use the code 25-125.

5.17 During the term of this agreement, New Mexico Tech reserves the right to contract with the awarded Contractor for additional services as required. Such services shall be performed by mutual consent of the parties and shall be documented by addendum to the contract.

5.18 New Mexico Tech reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three (3) years following the expiration or termination of the agreement. Such audit may be conducted by New Mexico Tech personnel or a third party under contract with New Mexico Tech. New Mexico Tech shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from New Mexico Tech the Contractor agrees to fully cooperate with the auditors.

5.19 Unless otherwise specifically stated by the Proposer, all equipment, materials, supplies and workmanship furnished or installed is to be free of defects and Proposer shall agree to replace solely at his / her expense any and all defective equipment, parts, etc. within a one (1) year period after the date of acceptance of the items and / or installation unless otherwise agreed to in writing at the time of award. Proposer also warrants the materials, supplies or services furnished to be exactly as specified in the order, free from defects and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by offeror. All applicable UCC warranties, express and implied, are incorporated herein.

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

6. DISCUSSIONS WITH PROPOSERS AND AWARD

6.1 The Procurement Code permits, and New Mexico Tech 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. New Mexico Tech likewise reserves the right to designate an Evaluation Committee in evaluating the offers according to the evaluation criteria.

New Mexico Tech shall make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

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

7. PROCUREMENT CODE

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

8. RESIDENTIAL 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 your certificate to your response. The preference may not be combined with the Veterans Preference, but may be used once Veterans Preference cap is reached. 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 and verification of annual revenues, shall be given a preference of ten percent (10%). The preference may not be combined with the residential preference. Procurements involving federal funds are excluded from in state preference laws.

10. TERM

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

11. PUBLIC INSPECTION

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

11.2 Confidential Data: If a citizen of this State request 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

The Contractor must keep himself informed of, and adhere 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

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

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

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

14. GOVERNMENT FLOW-DOWN PROVISIONS

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

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	All Orders	
Ownership by the Contractor		52.227-11 (May 2014)
Ownership by the Government		52.227-13 (Dec 2007)
Buy American Act	All Orders over \$3K	52.225-2 (May 2014)
Contract Terms & Conditions, Commercial Items	All Orders over \$10K	52.212-4 (Oct 2018)
Energy Efficiency in Energy-Consuming Products	All Orders and Services with Energy Consuming Products	52.223-15 (May 2020)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards	All Orders over \$150K	CFR200.236
Small Business Subcontracting Plan	All Orders over \$700K	52.219-9 (June 2020)
Subcontractor Certified Cost or Pricing 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 not use USDA designated items	52.223-2 (Sept 2013)
Recovered Material	EPA Designated items	52.223-4 (May 2008)

Recovered Material	except off the shelf Items less than \$150K EPA Designated items	52.223-9 (May 2008)
Recovered Material	except off the shelf Items greater than \$150K EPA-designated items Service and Construction	52.223-17 (Aug 2018)

15. SCOPE OF SERVICES - Background

15.1 New Mexico Tech is a state-supported, coeducational institution offering undergraduate and graduate degrees in science, engineering, and technology related fields. The campus is located in the central Rio Grande valley city of Socorro, New Mexico, south of Albuquerque. The City of Socorro has a population of 9,000. New Mexico Tech has a student population of approximately 2,000 and a staff/faculty population of 1000.

15.2 New Mexico Tech is a world leader in many areas of research, including hydrology, astrophysics, atmospheric physics, geophysics, homeland security, information technology, geosciences, energetic materials engineering, and petroleum recovery. The main campus is 101 acres of administrative and academic buildings, residence halls, and research facilities. The remainder of the campus is 1,888 acres. The New Mexico Tech website is <http://www.nmt.edu>

16. STATEMENT OF WORK

16.1 General requirements

16.1.1 Invoicing: the contractor must have the capability of issuing multiple invoices and bill directly to each department. New Mexico Tech’s payment terms are Net 30, but terms which include a discount will always be accepted. Each invoice shall reference the Direct Payment (DP) or Purchase Order (PO) number.

16.1.2 Ordering Authority: each department will issue either a Direct Payment (DP) or Purchase Order (PO) when printing and/or delivery services are required. Until a DP or PO is issued for a project, no work may be accomplished by the contractor. If this procedure is not followed, the contractor is assuming the risk of non-payment.

16.1.3 Procurement Card: if a DP or PO is not used, the New Mexico Tech department may use their procurement card as a form of payment for services up to \$1000. Only projects for that department may be charged to their card, and the card shall not be used to pay an invoice against a DP or PO.

16.1.4 Quality: New Mexico Tech expects the highest level of quality from the contractor. Some pieces may be damaged in the printing process due to jamming, tearing, end of roll, etc. These damaged pieces, shall be reprinted and provided at no additional cost to New Mexico Tech. The contractor must identify, separate and reprint these damaged documents.

16.1.5 Overruns: New Mexico Tech has the option to accept or reject any overruns on a particular project. Overruns shall not exceed ten percent (10%).

16.1.6 Security: as an educational Institution, New Mexico Tech has a broad array of materials that may be subject to printing, and as such, all materials to be printed must be kept secure throughout the process. The contractor shall comply with Payment Card Industry Data Security Standards (PCI DSS), Health Insurance and Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc. Rejected overruns, damaged documents, scrap and waste from any print job must be destroyed by shredding which will render the documents unreadable. Any breach shall be reported immediately to New Mexico Tech. Any subcontractors used by the contractor shall also be required to maintain security of all materials.

16.1.7 Files: all files provided to the contractor are the property of New Mexico Tech with the exception of those from the Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA).

16.1.8 Mailing Services: the contractor shall prepare all mailing in accordance with USPS requirements and deliver them to the appropriate USPS bulk mail facility. These duties include address imprinting; mailing list/NCOA processing; bulk rate non-profit permit; 1st class; foreign mail; and bulk rate. The contractor will be provided with the New Mexico Tech bulk rate information.

Delivery/shipping: Not all contractors will be able to offer both printing and delivery services, so New Mexico Tech anticipates multiple awards to ensure redundancy and coverage.

Minimum printing levels: New Mexico Tech will not entertain offers that require a minimum level of printing per year.

TABLE 11 - EMRTC REQUIREMENTS

1. Direct Delivery Courses

A. IRTB

I. Participant Guide Booklet

- 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
- Inside pages: B&W, 2-sided print, ~16 pages, no bleeds
- Shipped to location of class within CONUS. FedEx Express Saver (PFP)

II. Instructor Guide

- Finish: comb binding, black
- Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
- Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
- Shipped to location of class within CONUS. FedEx Express Saver (PFP)

III. Misc. Documents

- Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
- Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
- Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)
- Shipped to location of class within CONUS

B. ILERSBA

1. Participant Guide Booklet

- 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
- Inside pages: B&W, 2-sided print, ~16 pages, no bleeds
- Shipped to location of class within CONUS. FedEx Express Saver (PFP)

2. Instructor Guide

- Finish: comb binding, black
- Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
- Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
- Shipped to location of class within CONUS. FedEx Express Saver (PFP)

3. Misc. Documents

- Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
- Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
- Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)
- Shipped to location of class within CONUS

C. PRSBI

1. Participant Guide Booklet

- 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
- Inside pages: B&W, 2-sided print, ~18 pages, no bleeds

- Shipped to location of class within CONUS. FedEx Express Saver (PFP)
2. Instructor Guide
 - Finish: comb binding, black
 - Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
 - Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
 3. Misc. Documents
 - Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
 - Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
 - Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)
- D. DART
1. Participant Guide Booklet
 - 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
 - Inside pages: B&W, 2-sided print, ~18 pages, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
 2. Instructor Guide
 - Finish: comb binding, black
 - Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
 - Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
 3. Misc. Documents
 - Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
 - Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
 - Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)
- E. HME
1. Participant Guide Booklet
 - 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
 - Inside pages: B&W, 2-sided print, ~18 pages, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
 2. Instructor Guide
 - Finish: comb binding, black
 - Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
 - Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)

3. Misc. Documents
 - Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
 - Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
 - Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)
- F. SBIE
1. Participant Guide Booklet
 - 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
 - Inside pages: B&W, 2-sided print, ~18 pages, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
 2. Instructor Guide
 - Finish: comb binding, black
 - Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
 - Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
 3. Misc. Documents
 - Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
 - Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
 - Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)
- G. MPRBI
1. Participant Guide Booklet
 - 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
 - Inside pages: B&W, 2-sided print, ~18 pages, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
 2. Instructor Guide
 - Finish: comb binding, black
 - Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
 - Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
 3. Misc. Documents
 - Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
 - Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
 - Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)
- H. TRSBI
1. Participant Guide Booklet
 - 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.

- Inside pages: B&W, 2-sided print, ~18 pages, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
2. Instructor Guide
 - Finish: comb binding, black
 - Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
 - Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
 3. Misc. Documents
 - Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
 - Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
 - Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)
- I. UASPD
1. Participant Guide Booklet
 - 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
 - Inside pages: B&W, 2-sided print, ~18 pages, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
 2. Instructor Guide
 - Finish: comb binding, black
 - Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
 - Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
 3. Misc. Documents
 - Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
 - Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
 - Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)
- J. UPSBI
1. Participant Guide
 - Finish: Comb binding, black
 - Cover: 2 pages cardstock, color photo finish, no bleeds, front cover printed 2-sides
 - Inside pages: B&W, 2-sided print, ~157 pages, no bleeds
 - CD: printed CD with plastic cover, color label on CD
 - Cardstock White smooth finish back cover
 - Shrink wrapped
 - Shipped to location of class within CONUS
 2. Instructor Guide
 - Finished: Comb binding, black
 - Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)

- Inside pages: B&W, 2-sided print ~ 160 pgs, no bleeds
 - CD: printed CD with plastic cover, color label on CD
 - All material Shrink Wrapped
 - Shipped to location of class within CONUS
3. Misc. Documents
 - a. Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
 - b. Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
 - c. Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)
2. Indirect Delivery Courses
 - A. IRTB
 1. Participant Guide Booklet
 - 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
 - Inside pages: B&W, 2-sided print, ~16 pages, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
 2. Instructor Guide
 - Finish: comb binding, black
 - Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
 - Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
 3. Misc. Documents
 - Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
 - Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
 - Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)
 - Shipped to location of class within CONUS
 - B. ILERSBA
 1. Participant Guide Booklet
 - 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
 - Inside pages: B&W, 2-sided print, ~16 pages, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
 2. Instructor Guide
 - Finish: comb binding, black
 - Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
 - Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
 3. Misc. Documents
 - Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds

- Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
- Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)
- Shipped to location of class within CONUS

C. PRSBI

1. Participant Guide Booklet
 - 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
 - Inside pages: B&W, 2-sided print, ~18 pages, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
2. Instructor Guide
 - Finish: comb binding, black
 - Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
 - Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
3. Misc. Documents
 - Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
 - Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
 - Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)

D. DART

1. Participant Guide Booklet
 - 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
 - Inside pages: B&W, 2-sided print, ~18 pages, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
2. Instructor Guide
 - Finish: comb binding, black
 - Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
 - Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
3. Misc. Documents
 - Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
 - Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
 - Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)

E. HME

1. Participant Guide Booklet
 - 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
 - Inside pages: B&W, 2-sided print, ~18 pages, no bleeds

- Shipped to location of class within CONUS. FedEx Express Saver (PFP)

2. Instructor Guide

- Finish: comb binding, black
- Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
- Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
- Shipped to location of class within CONUS. FedEx Express Saver (PFP)

3. Misc. Documents

- Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
- Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
- Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)

F. SBIE

1. Participant Guide Booklet

- 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
- Inside pages: B&W, 2-sided print, ~18 pages, no bleeds
- Shipped to location of class within CONUS. FedEx Express Saver (PFP)

2. Instructor Guide

- Finish: comb binding, black
- Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
- Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
- Shipped to location of class within CONUS. FedEx Express Saver (PFP)

3. Misc. Documents

- Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
- Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
- Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)

G. MPRBI

1. Participant Guide Booklet

- 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
- Inside pages: B&W, 2-sided print, ~18 pages, no bleeds
- Shipped to location of class within CONUS. FedEx Express Saver (PFP)

2. Instructor Guide

- Finish: comb binding, black
- Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
- Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
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 - Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
 - Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)

H. TRSBI

1. Participant Guide Booklet
 - 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
 - Inside pages: B&W, 2-sided print, ~18 pages, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
2. Instructor Guide
 - Finish: comb binding, black
 - Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
 - Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
3. Misc. Documents
 - Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
 - Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
 - Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)

I. UASPD

1. Participant Guide Booklet
 - 8.5x11 & 8.5x14 Booklet with Cover page. Perforated pages for clean and easy tear out. Color photo finish, no bleeds, front cover printed.
 - Inside pages: B&W, 2-sided print, ~18 pages, no bleeds
 - Shipped to location of class within CONUS. FedEx Express Saver (PFP)
2. Instructor Guide
 - Finish: comb binding, black
 - Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
 - Inside pages: B&W, 2-sided print ~ 25 pgs, no bleeds
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 - Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
 - Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)

J. UPSBI

1. Participant Guide
 - Finish: Comb binding, black

- Cover: 2 pages cardstock, color photo finish, no bleeds, front cover printed 2-sides
- Inside pages: B&W, 2-sided print, ~157 pages, no bleeds
- CD: printed CD with plastic cover, color label on CD
- Cardstock White smooth finish back cover
- Shrink wrapped
- Shipped to location of class within CONUS

2. Instructor Guide

- Finished: Comb binding, black
- Cover: Cardstock, Color photo finish: 8.5" x 11", no bleeds, 2 sided print (inside page-copyright info)
- Inside pages: B&W, 2-sided print ~ 160 pgs, no bleeds
- CD: printed CD with plastic cover, color label on CD
- All material Shrink Wrapped
- Shipped to location of class within CONUS

3. Misc. Documents

- a. Instruction Information Form (A1 Form): 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds
- b. Blank Roster Sheet: 8.5" x 11", B & W, single sided, white Domtar or equal, no bleeds (to equal number of participants)
- c. Return FedEx shipping label and Envelope (EMRTC Attn: Training Department 1001 South Road, Socorro, NM 87801)

File format: Dropbox, Thumb Drive, 4 GB - PDF, Word Doc, JPEG files

Copyrighted material - All material has a Copyright, the info is on the inside cover page

Proofs - 1-time initial review of printed material

Direct Deliveries and Indirect Deliveries can be held all over the U.S. and the U.S. Territories. Below is a DD and ID list of locations as an example. The list is not all inclusive.

Tavares, FL	New Lisbon, NJ
Pasadena, TX	Phoenix, AZ
Malta, MT	Aberdeen, NJ
St. Thomas, USVI	Clayton, NC
St. Croix, USVI	Cortland, OH
Philadelphia, PA	Lincoln Co. NC
Lumberton, NC	Rowan Co, NC
Chickamauga, GA	San Juan, PR
New York, NY	Garner, NC
Sioux Falls, SD	Orange, TX
Moscow Mills, MO	Hickory, NC
Ottawa, IL	Modesto, CA
Lewisburg, TN	Iowa City, IA
Urbana, IL	Warwick, IA
Cincinnati, OH	Sevierville, TN
Rocky Hills, CT	Dallas, TX
DFW Airport, TX	Dover, DE
Rochester, NY	Cranberry Township, PA
Orange Co., CA	Omaha, NE
Westchester, NY	Albuquerque, NM

Santa Fe Springs, CA
New Bedford, MA
Tyler, TX

Rockaway, NJ
Pensacola, FL
Racine, WI

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# 2408015E

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

Signature *Date*

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

Name *Telephone*

Email

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 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**

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

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 statues 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.

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

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