

ECONOMIC DEVELOPMENT DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

**Fund Manager
New Mexico Healthy Food Financing Fund**



RFP# EDD-
Healthy Food
FY23-1

RFP Release Date:
8-29-22

Proposal Due Date:
9-30-22

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to select a State Fund Manager (CONTRACTOR) to manage a statewide healthy food financing initiative (HFFI). The NM Economic Development Department (EDD) seeks an administrative partner State Fund Manager to assist in the roll out of a new pilot, the Healthy Food Financing Fund (HFFF). This will be a community capital fund that is intended to provide patient, flexible capital to a range of food enterprises across all sectors who meet the mission criteria established by an Equitable Food-Oriented Development working group and the HFFI.

The optimal program design is a public-private partnership (PPP) between the New Mexico Economic Development department, a Community Development Financial Institution with a proven track record working in New Mexico.

The contractor will design an investment fund that will provide grants and lending capital to support the development or enhancement of healthy food projects and other food system interventions in areas that do not have adequate access to healthy food.

EDD expects the new fund – New Mexico Healthy Food Financing Fund (NM HFFF) – to provide flexible capital using both traditional and innovative financing models such as character based lending and integrated capital. Initial research points to a capital gap in the food financing ecosystem, for investment needs typically ranging between \$50,000 and \$500,000, to viable but not fully bankable, mission-aligned businesses in the early stage to growth stages, and/or those established businesses seeking to incorporate sustainable agricultural practices into their food system business models.

The program will seek to achieve the following:

- Engage New Mexico businesses, nonprofit stakeholders, and residents to address market failures that leave communities in New Mexico without access to healthy food
- Provide integrated capital (grants and loans) support to food businesses impacted by COVID-19 to ensure that amidst the pandemic, low-income and underserved communities can maintain healthy food access.
- Stimulate investments in lower-income communities and in food retailing businesses that are owned by and or serve individuals who are from historically marginalized communities including communities of color, Tribal communities, under-served areas with low- and moderate-income populations, rural communities, and women- and minority-owned businesses.
- Remove financing obstacles and operating barriers for grocery stores and other healthy food retail in lower income communities.
- Strengthen the local food system and increase market opportunities for New Mexico farmers and agricultural producers and manufacturers.
- Support the creation and preservation of jobs.
- Increase collaborations between healthy food retail projects, food system interventions, and community-based organizations.

B. BACKGROUND INFORMATION

Equitable Food Oriented Development

Equitable Food Oriented Development (EFOD) is a development strategy that uses food and agriculture to create economic opportunities, healthy neighborhoods, and explicitly seeks to build community assets, pride, and empowerment by and with historically marginalized communities. EFOD is a framework, and growing movement, to reap the powerful benefits of food projects and enterprises as vehicles for community development and health, while investing deeply in the self-determination and leadership of community residents.

Focusing on investment in local food development will further increase access to healthy food and build on the expertise of leaders in these communities.

Accessing Healthy Food in New Mexico

- Too many families in New Mexico experience food insecurity. 1 in 6 people and 1 in 4 children in the state have limited or inconsistent access to nutritious food. New Mexico's children have one of the highest rates of food insecurity in the United States.
- Nearly 1 in 5 New Mexicans live below the poverty level with Black, Indigenous, and people of color in the state more likely than white people to earn low incomes.
- Diet-related diseases affect many in the state. Heart disease is the leading cause of death, and, in 2017, 220,000 New Mexico adults had diabetes and 549,000 had prediabetes.

Access to Credit and Capital

Growing small businesses have the power to promote community wellbeing by creating new jobs, offering health benefits to their employees, building stable and supportive workplaces, and in some cases, providing healthy goods and services directly to neighborhoods that would otherwise lack access.

Food businesses tend to have high start-up costs. According to the U.S. Department of Commerce Minority Business Development Agency, inadequate access to financial capital continues to be an essential constraint limiting the growth of female and minority-owned businesses across all business types. In traditional credit markets, “minority-owned businesses are found to pay higher interest rates on loans. They are also more likely to be denied credit and are less likely to apply for loans because they fear their applications will be denied.”

Farmers and ranchers in New Mexico are not immune to the same biases that small businesses in other industrial sectors experience. Small producers frequently experience the same challenges as small non-agricultural businesses, including lack of collateral, insufficient cash flows, poor credit, or lack of credit history. Investing in a food-economy through the Healthy Food Financing Fund to drive capital to under-invested communities and small food businesses depends on the ability to aggregate capital at scale. Establishing a Healthy Food Financing Fund is a tested model for deploying capital to meet the needs of businesses and communities.

Healthy Food Financing initiatives are viable, proven and economically sustainable solution to:

- Bring fresh, affordable food to under-served urban and rural communities
- Create and retain jobs, generate tax revenues and capture local spending
- Expand market opportunities for local farmers, grocers, and healthy food entrepreneurs

The National HFFI Program

The Healthy Food Financing Initiative (HFFI) is a public-private partnership administered by Reinvestment Fund on behalf of USDA Rural Development to improve access to healthy food in underserved areas. America’s HFFI was established by the 2014 Farm Bill and reauthorized in 2018. As the HFFI national fund manager the Reinvestment Fund raises private capital, provides financial and regional technical assistance to regional, state, and local partnerships and channels capital to fund eligible projects that improve access to healthy foods in hard-to-reach, underserved

communities. To date, over \$220 million has been distributed through HFFI bringing jobs, economic development, and healthy food to lower-income communities across the country. HFFI's public private partnership model has leveraged an estimated \$1 billion in additional resources, loans, tax incentives, and investments from financial and philanthropic partners. It has supported nearly 1000 grocery and other healthy food retail projects in more than 35 states across the country, revitalizing economies, creating jobs, and improving access to healthy food.

Place-Based Models

The Pennsylvania Fresh Food Financing Initiative (FFFI), the model for the federal HFFI, was seeded with \$30 million from the state. The FFFI created or retained over 5,000 jobs, approved financing for 88 grocery and other fresh food retail projects and resulted in investments totaling \$190 million. Several states and metropolitan areas have since launched financing programs dedicated to bringing fresh and healthy food to communities, including California, Colorado, Houston, Illinois, Kansas, Massachusetts, New Jersey, New York, Ohio, Louisiana, Mississippi, and western Tennessee. The Federal program has been critical in launching many of these programs providing seed capital and the credibility necessary to secure additional resources.

C. SCOPE OF PROCUREMENT

The resulting contract shall not exceed one hundred thousand dollars (\$100,000.00), including any applicable gross receipts taxes to be paid by the contractor, and shall be completed no later than June 30, 2021

The contractor shall create a financial program that will achieve the following:

- Engage New Mexico businesses, nonprofit stakeholders, JRYHUQPHQWDODJHQFSLMts to address market EDUULHIVE have communities in New Mexico without acces to healthy food.
- Provide integrated capital (grants and loans) support to food businesses impacted by COVID-19 to ensure that amidst the pandemic, low-income and underserved communities can maintain healthy food access.
 - Stimulate investments in lower-income communities and in food retailing businesses that are owned by and or serve individuals who include communities of color, Tribal communities, under-served areas with low- and moderate-income populations, rural communities, and women- and minority-owned businesses.
 - Remove financing obstacles and operating barriers for grocery stores and other healthy food retail in lower income communities.
- Strengthen the local food system and increase market opportunities for New Mexico farmers.
- Support the creation and preservation of jobs
- Increase collaborations between healthy food retail projects, food system interventions, and other projects supporting access to healthy food and support for agricultural businesses.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

The Economic Development Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, title, telephone number and e-mail address are listed below:

Name: Johanna Nelson, Strategic Programs Manager
Telephone: (505) 469-6204
Email: Johanna.Nelson@state.nm.us

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL DELIVERY

All deliveries of proposals shall be sent via email to the Procurement Manager listed above. If the file size sent is very large, it is the responsibility of the Offeror to contact the Procurement Manager to ensure successful delivery.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**Agency**” means the Economic Development Department.
2. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
3. “**Award**” means the final execution of the contract document.
4. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

6. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
8. “**Contractor**” means any business having a contract with a state agency or local public body.
9. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
10. “**Desirable**” – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
11. “**Electronic Submission**” means a successful submittal of Offeror’s proposal via email to the EDD Procurement Manager.
12. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content of the proposal. The digital form must be emailed.
13. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
14. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores of all responsive Offeror proposals.
15. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
16. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
17. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

18. **“IT”** means Information Technology.
19. **“Mandatory”** – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
20. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
21. **“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
22. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
23. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
24. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
25. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
26. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
27. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
28. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
29. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

30. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
31. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
32. **“State (the State)”** means the State of New Mexico.
33. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” does not include local public bodies.
34. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
35. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	8/29/2022
2. Acknowledgement of Receipt Form	Potential Offerors	9/1/2022
3. Deadline to submit Questions	Potential Offerors	9/7/2022
4. Response to Written Questions	Procurement Manager	9/9/2022
5. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	9/30/2022
6.* Proposal Evaluation	Evaluation Committee	10/4/2022
7.* Selection of Finalists	Evaluation Committee	10/6/2022
8.* Best and Final Offers	Finalist Offerors	10/6/2022
9 * Oral Presentation(s)	Finalist Offerors	10/11/2022
10.* Finalize Contractual Agreements	Agency/Finalist Offerors	10/17/2022 to 10/19/2022
11.* Contract Awards	Agency/ Finalist Offerors	10/19/2022
12.* Protest Deadline	Agency	10/26/2022 (15 days)

* Dates indicated in Events 6 through 12 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State Economic Development Department on the date shown in Section II.A.1 above.

2. Acknowledgement of Receipt

Potential Offerors may email the Procurement Manager to have their organization placed on the procurement Distribution List. The email request must be received by the Procurement Manager by 3:00 pm MST on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to submit this request does not prohibit potential Offerors from submitting a response to this RFP. However, by not submitting the email request, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining any amendments to the RFP.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an email request to be added to the distribution list (Section II.B.2).

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **5:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third party entity and ensure that the delivery is made prior to the stated deadline. No reason for a delay will be accepted for failure to make the stated deadline.

Proposals must be addressed and delivered to the Procurement Manager at the email address identified in Section I.E. Proposals must clearly indicate in the email subject line that they are in response to the NM Economic Development Industry Strategies RFP.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to

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

6. Proposal Evaluation

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

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. The Economic Development Department shall select up to five (5) finalists based on the highest combined scores according to Section V.

8. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral (most likely via Zoom or other web platform selected by EDD) presentation per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals (see below), pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Jon Clark, Deputy Cabinet Secretary, EDD
Jon.Clark@state.nm.us

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX D.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual

agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.

- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

Should an Offeror object to any of the terms and conditions as set forth in the COST RESPONSE FORM (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.20. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month

after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
4. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for

professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional

information as requested will render the Offeror nonresponsive.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

A copy of the certification must accompany Offeror's proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany Offeror's proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply if/because the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. Electronic Responses

The Offeror must submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. Separate the proposal as described below into separate electronic files for submission. Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted as separate files attached to a single email as indicated below in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each file.

- a) **Technical Proposals** – One (1) ELECTRONIC attachment must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal must be combined into a single file/document for attaching to the email submission. The Technical Proposals **SHALL NOT** contain any cost information.
 - i. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files:**
 - One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
 - One (1) **redacted** (def. Section I.F.27) ELECTRONIC version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file.
 - b) **Cost Proposals** – One (1) ELECTRONIC attachment of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for attaching to the email.**

The ELECTRONIC submission of the proposals must be received no later than the time and date indicated in Section II.B.6, Sequence of Events, Submission of Proposals.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

1. Proposal Content and Organization

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

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
 1. Organizational Experience
 2. Organizational References
 3. Oral Presentation
- H. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal file.**

A Proposal Summary may be included in Offeror's Technical Proposal to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

2. Oral Presentation

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

3. Cost

Offerors must complete the Cost Response Form in APPENDIX C.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	300
B. 2. Project and Management Experience	300
B. 3 Financing/Capital	300
B. 4. Outreach and collaboration	300
Business Specifications	
C. 1. Campaign Contribution Disclosure Form	Pass/Fail
C. 2. Oral Presentations	300
C. 3. Cost	100
TOTAL POINTS AVAILABLE	1,600

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

Technical Specifications

B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

B. 2 Project Experience and Management Experience

The more experience the CONTRACTOR has with similar projects and the types of assistance for implementing the HFFI program, the better the CONTRACTOR will be able to implement and manage the program. Therefore, an applicant's score under this criterion will be commensurate with the applicant's experience in and understanding of:

Type of projects. The Agency will consider the applicant's experience with projects that increase access to nutritious food and markets for impacted producers/ under-invested producers. Other experience associated with relevant HFFI-related projects/fresh, healthy

food retail business enterprises, including regional food systems and locally grown foods, will help boost an applicant's score.

Size of each project. CDFIs with experience in only (or mainly) large projects may not be well suited to support small projects and vice-versa. Experience with a variety of project sizes helps show desirable capabilities. Therefore, the Agency will consider an applicant's experience with various size projects. Experience with a wide variety of project sizes will help boost an applicant's score.

Entities served. The Agency will consider the level of experience the applicant has in providing assistance to underserved areas with low wealth, low-income populations; women-owned businesses; and minority-owned businesses. More experience in providing assistance to such entities will help boost an applicant's score.

Type of assistance. Successfully provide grants, loans, loan loss reserves, tax credits and/or other financing tools envisioned under the HFFI program. Demonstration of the types of Technical Assistance that will most benefit underserved areas with low-income populations; rural communities; tribal communities; women- and minority-owned businesses; and local or regional food systems. Experience across all types of assistance envisioned under the HFFI program and experience that is more evenly spread across the types (rather than being concentrated in one type of assistance) will help boost an applicant's score.

An applicant's score under this criterion will also be commensurate with qualifications of the applicant's management team (including experience related to financial management, healthy foods, experience with government agencies and offices, demonstration of the CDFI's financial stability, how long the CDFI has been in existence, and the CDFI's strategy for being a successful Statewide Fund Manager. In addition to the material supplied by the applicant, the Agency may use current Department of the Treasury data on the CDFI to assess the applicants' financial stability. By applying for this position, the applicant is consenting to the Department of the Treasury's release of such information to the Agency for the purpose of evaluating your application.

The CONTRACTOR may enter into contracts in order to better implement the HFFI program (e.g., in servicing loans or grants once awards are made; providing technical assistance in a specialized topic). Even though the extent the CONTRACTOR will need to enter into such contracts in order to implement the HFFI program is unknown and is likely to vary from CDFI to CDFI, an applicant's score will be commensurate with its experience in administering multiple contracts and subcontractors. Demonstrating an understanding of barriers faced by HFFI and successful and innovative approaches to overcome such barriers will help boost an applicant's score. Management experience relevant to healthy foods, especially in connection with public-private partnerships; underserved areas with low- and moderate-income populations; rural communities; tribal communities; and women- and minority-owned businesses will also help boost the applicant's score under this criterion.

B. 3 Financing/Capital

The ability of the CONTRACTOR to raise private capital will be critical to funding HFFI projects. In addition, the Agency anticipates that the HFFI program will be a large program, and the experience of the CONTRACTOR in successfully managing and administering large amounts of capital in a cost-efficient manner will be important. An applicant's score under this criterion will be commensurate with the applicant's:

- Experience in raising significant amount of private capital;
- Experience in successfully managing large pools of capital in a cost-efficient manner, including management fees; and
- Approach for raising private capital for this HFFI effort and for making successful HFFI investments, especially in rural areas.
- Openness to community accountability

B. 4 Outreach and Collaboration

If people do not know about the HFFI program, few will apply and the HFFI program will not be successful. Therefore, it is critical that there is a good roll-out of the HFFI program. A CDFI with good, established relations is more likely to be able to leverage that experience for better program implementation. Outreach and collaboration will be primary responsibilities of the CONTRACTOR

(although the Agency will assist and the Agency expects that local food access organizations will also provide valuable assistance). In evaluating applicants for the CONTRACTOR position, the Agency will score applications commensurate with the applicant's:

- Experience with community stakeholder groups comprised of most impacted communities, and approaches to reaching out to underserved areas with low-income populations, rural communities, tribal communities, women- and minority-owned businesses, and local or regional food systems that will be served by the HFFI program and the effectiveness of such approaches;
- Successful collaboration with CDFIs, local food access organizations, and other stakeholders to market such programs;
- Proven track record in working with governmental agencies, including the New Mexico Economic Development; and Vision of the role that national organizations, regional or place-based philanthropy and other healthy food stakeholders should play in support of the HFFI program, its approach to accessing these stakeholders, and how the CONTRACTOR will work with them in order to facilitate HFFI investments.

1. C.1 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

2. C.2 Oral Presentation (See Table 1)

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

- Based on the questions, that may come up, due to a full evaluation of the submitted documents by the finalists – 300 points

3. C.3 Cost (See Table 1)

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

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

REQUEST FOR PROPOSAL

FUND MANAGER NM HEALTHY FOOD FINANCING FUND ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 5:00pm Mountain Standard Time on the date shown in Section II.A.2. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with the APPENDICES.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

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

Submit Acknowledgement of Receipt Form to:

To: Johanna Nelson

E-mail: Johanna.Nelson@state.nm.us

Subject Line: Receipt of HFFI RFP

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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

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

The following definitions apply:

“**Applicable public official**” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: Governor Michelle Luhan Grisham

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

APPENDIX C

COST RESPONSE FORM

Offerors must complete the table below with all required and optional costs associated with the response to the RFP up to a total maximum of \$100,000 including any gross receipts taxes. Please include the type of cost (direct costs, indirect costs, travel, materials, labor, etc.).

Description	Type	Required/ Optional	Cost per Item
<i>Any Relevant GRT</i>			
Total Cost			

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

APPENDIX D

Letter of Transmittal Form

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE
DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!**
(N/A, None, Does not apply, etc. are acceptable responses.)

RFP: HFFI

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:

 (Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

 (Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20_____
 Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)