

**STATE PURCHASING DIVISION  
OF THE  
GENERAL SERVICES DEPARTMENT  
AND  
ECONOMIC DEVELOPMENT DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)**

**New Mexico All-Electric Purpose-Built, Zero-Emission School Bus Pilot Project**



**RFP# EDD-BUS-2026-1**

RFP Release Date: May 9, 2025

Proposal Due Date: May 23, 2025

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for a qualified manufacturer to manage the implementation of the New Mexico All-Electric Purpose-Built, Zero-Emission School Bus Pilot Project, to be conducted over the course of two school years – 2025-2026 and 2026-2027.

### **B. BACKGROUND INFORMATION**

**Agency mission:** To facilitate the creation, retention, and expansion of jobs and increase investments through public/private partnerships, to establish a stable, diversified economy to improve the quality of life for the people of New Mexico.

**Agency goals and objectives:**

- To increase the number of sustainable “asset-based” jobs in NM
- New job creation to increase average wages in the region
- Increase the tax base and investments in New Mexico to accommodate and create economic activity in both rural and urban areas
- Increase investments in quality infrastructure to create new opportunities

**Agency Description:** The New Mexico Economic Development Department is an agency of the State of New Mexico. It employs approximately 80 people with Divisions in Economic Development, Marketing, Film, Technology & Innovation, International Trade, Outdoor Recreation and Creative Industries.

**Location of offices:** The Economic Development Department has offices located in the Joseph M. Montoya Building, 1100 South St. Francis Drive, Santa Fe, NM 87505-4147, and 500 Marquette Ave. NW, Albuquerque, NM 87102.

### **C. SCOPE OF PROCUREMENT**

This RFP will be a single award for the purpose of managing the implementation of the New Mexico All-Electric Purpose-Built, Zero-Emission School Bus Pilot Project, to be conducted over the course of two school years – 2025-2026 and 2026-2027, with dedicated funding up to \$5,000,000.00. The contract term will begin when the contract is fully executed and a purchase order issued by the New Mexico Department of Finance and Administration is approved and will terminate upon completion of the scope of work, or June 30, 2027, whichever occurs first.

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, address, telephone number and e-mail address are listed below:

**Name:** Sara Gutiérrez, Procurement Manager  
**Telephone:** (505) 231-4224  
**Email:** sara.gutierrez@edd.nm.gov

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. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the Economic Development Department.
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 proposals must be submitted electronically to the Procurement Manager:**

**Name:** Sara Gutiérrez, Procurement Manager  
**Telephone:** (505) 231-4224  
**Email:** sara.gutierrez@edd.nm.gov

#### 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. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.

5. “**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.
6. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
7. “**Contractor**” means any business having a contract with a state agency or local public body.
8. “**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.
9. “**Desirable**” – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
10. “**DFA**” means New Mexico Department of Finance
11. “**Electronic Submission**” means a successful submittal of Offeror’s proposal to the Procurement Manager.
12. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
13. “**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 and written evaluations of all responsive Offeror proposals.
14. “**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.
15. “**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, as explained in Section II.B.8.
16. “**FDI**” means foreign direct investment.
17. “**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.

18. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
19. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
20. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
21. “**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
22. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
23. “**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.
24. “**Responsive Offer**” or “**Responsive Proposal**” 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.
25. “**Single Source Award**” means an award of contract for items of tangible personal property, services or construction to only one Offeror.
26. “**SPD**” means State Purchasing Division of the New Mexico State General Services Department.
27. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
28. “**State (the State)**” means the State of New Mexico.
29. “**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” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.

30. “**State Purchasing Agent**” means the Director of the Purchasing Division of the General Services Department.
31. “**Statement of Concurrence**” means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
32. “**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

**G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection.

RFP, Questions & Answers, RFP Amendments, etc.

<https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>

About the New Mexico Economic Development Department

<https://edd.newmexico.gov/about-us/public-notices/>

<https://edd.newmexico.gov/choose-new-mexico/>

**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:

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
1. Issue RFP	Agency	5/9/2025
2. Acknowledgement of Receipt Form	Potential Offerors	5/16/2025
3. Deadline to submit Written Questions	Potential Offerors	5/21/2025
4. Response to Written Questions	Procurement Manager	5/22/2025
<b>5. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>5/23/2025</b>
6.* Proposal Evaluation	Evaluation Committee	5/28/2025



7.* Selection of Finalists	Evaluation Committee	5/30/2025
8 * Oral Presentation(s) (if necessary)	Finalist Offerors	6/4/2025
9.* Finalize Contractual Agreements	Agency/Finalist Offerors	6/11/2025
10.* Contract Awards	Agency/ Finalist Offerors	06/18/2025
11.* Protest Deadline	SPD	+15 days

\*Dates indicated in Events 7 through 13 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. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Economic Development Department on **May 9, 2025**.

### 2. Acknowledgement of Receipt Form

Potential Offerors must e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, [sara.gutierrez@edd.nm.gov](mailto:sara.gutierrez@edd.nm.gov), to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 5:00 pm on **May 16, 2025**.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

### 3. Deadline to Submit Written Questions

**Potential Offeror(s) are encouraged to submit written questions to the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. All written questions will be addressed in writing by the date listed in Section II.A, Sequence of Events.

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **May 21, 2025**, 5:00 PM 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 Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to:

<https://edd.newmexico.gov/about-us/public-notices/>

#### 5. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **5:00 PM ON: May 23, 2025. NO LATE PROPOSALS CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

*It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically by the deadline set forth in this RFP. A submission that is not both: (1) fully complete; and (2) received, via email by the deadline, will be deemed late. Further, a submission that is not fully complete and received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.***

**Proposals must be submitted electronically to the Procurement Manager at the email address identified in Section I.E.** Proposals submitted by facsimile, or other electronic means will not be accepted. Proposals must be labeled in the subject line of the email to the Procurement Manager to clearly indicate that they are in response to the **RFP# EDD-BUS-2026-1, NM All-Electric Purpose-Built, Zero-Emission School Bus Pilot Project.**

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. Finalists will be comprised of the top Offerors receiving the highest cumulative scores in Section V.A.

## **8. Oral Presentations**

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation via Zoom as 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 sole discretion of the Evaluation Committee.

## **9. 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.

## **10. 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.

## **11. 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, 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 15<sup>th</sup> 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 directed to:

**Isaac Romero, Deputy Cabinet Secretary  
Economic Development Department  
PO Box 20003  
Santa Fe, NM 87504-20003  
Isaac.Romero@edd.nm.gov**

## PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED

### C. GENERAL REQUIREMENTS

#### 1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and including a Letter of Transmittal, pursuant to the requirements in Section II.C.30.

#### 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 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.

## 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 Section III.B.1.a, 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 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 affected 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

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (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. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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.19. 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 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 submit a signed Letter of Transmittal will result in Offeror's disqualification.**

### **30. 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.
  5. 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.

6. 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.
  7. 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.

### **31. 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.**

### **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 Submissions**

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in the manner outlined below.

One copy of their proposal to the Procurement Manager via email listed in Section I.D. on or before the closing date and time for receipt 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**

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions (from Section II.C.15)
- E. Offeror's Additional Terms and Conditions (from Section II.C.16 )
- F. Signed Campaign Contribution Form
- G. New Mexico Preferences (if applicable)
- H. Completed NM Substitute W-9 Form
- I. Other Supporting Material (if applicable)

A Proposal Summary may be included by Offerors 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.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the submitting individual or organization;
- b) identify the name and title of the person authorized to contractually obligate said individual or organization;
- c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the individual or organization;
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f) be signed by the person authorized to contractually obligate the individual or organization;
- g) acknowledge receipt of any and all amendments to this RFP.

## **IV. SPECIFICATIONS**

### **A. DETAILED SCOPE OF WORK**

#### **1. Scope of Work.**

The contractor shall perform the following work:

1. The New Mexico All-Electric, Purpose-Built, Zero-Emission School Bus Pilot Project (Pilot Project) will be conducted over the span of two school years – 2025-26 and 2026-27.
2. During the 2025-26 school year, three Class 4, Type A all-electric, purpose-built, zero-emission school buses will be deployed. Each participating school district will have one Class 4, Type A school bus for a period of six weeks, with three school districts piloting one school bus each during each of five rounds. For each round, two school districts will be provided with a Level 2 charger and the third school district will be provided with a DC fast charger.
3. At the conclusion of the 2025-26 school year, the three Class 4, Type A school buses will be awarded to school districts to become a permanent part of the school district's fleet. The chargers used in the Pilot Project will also be awarded to the school districts receiving the buses.
4. During the 2026-27 school year, two Type D all electric, purpose-built, zero-emission school buses will be deployed. Each participating school district will have one Type D school bus for a period of six weeks, with two school districts piloting one school bus each during each of five rounds. For each round, the two school districts will be provided with a DC fast charger.
5. During the 2026-27 school year, one additional Type D all electric, purpose-built, zero-emission school bus will be deployed to one school district for the entire school year. This portion of the Pilot Project will be a V2G (vehicle-to-grid) project. The bus will arrive to the school district on May 1, 2026 to be deployed in the last month of the 2025-26 school year and to begin V2G activities over the summer between school years. At the beginning of the 2026-27 school year the school bus will be deployed as a student transportation vehicle and as part of the V2G project.
6. At the conclusion of the 2026-27 school year, the two Type D all-electric, purpose-built, zero-emission school buses will be awarded to school districts to become a permanent part of the school district's fleet. The chargers used in the Pilot Project will also be awarded to the school districts receiving the buses. The third Type D school bus and the V2G charging infrastructure will remain with the school district that participated in the V2G portion of the Pilot Project to become permanent with that school district.

7. Any New Mexico school district can apply to participate in the Pilot Project. Criteria will be developed by the state with input from the manufacturer selected to implement the Pilot Project.

**Scope of Work:**

The following requirements must be met by a manufacturer to manage the implementation of the Pilot Project:

- A. The manufacturer must have implemented a Pilot Project in a different state which deployed Class 4 Type A and Type D all-electric, purpose-built, zero-emission school buses in multiple school districts for multiple rounds of a pilot.
  - B. The manufacturer must manufacture both a Class 4, Type A all-electric, purpose-built, zero-emission school bus and a Type D all-electric, purpose-built, zero-emission school bus at the time the RFP is published. The Type D buses must have a battery capacity of at least 190 kWh and the Type D bus to be used in the V2G project must have battery capacity of at least 380 kWh. The V2G project can begin with a Type D bus with at least 190 kWh of batteries, and transition to the larger battery if necessary for production schedules.
  - C. The manufacturer must agree to have a service center in the state in order to provide support and service during the Pilot Project.
  - D. The manufacturer must identify a project manager to ensure successful project management and implementation.
  - E. The manufacturer must employ a minimum of one service technician in the state to provide service and support during the Pilot Project.
  - F. The manufacturer must partner with an established charging infrastructure provider during the Pilot Project to ensure adequate charging infrastructure that meets the elements of the Pilot Project.
  - G. The manufacturer must have an established telematics on the school buses in order to record data necessary to evaluate the deployment of the buses.
8. The manufacturer selected by the state to manage the implementation of the Pilot Project shall, at a minimum, conduct the following activities in managing the Pilot Project:
    - A. Meet with each of the participating school district's transportation department, Superintendent and other officials prior to the school's participation in order to set expectations for the deployment.
    - B. Meet with each school district's Board of Education to explain the Pilot Project and answer questions prior to deployment.

- C. Install and maintain, through its partner, the charging infrastructure.
- D. Prepare the buses for deployment in each participating school district.
- E. Conduct driver, mechanic and first responder training at each school district prior to the deployment of the buses in each district.
- F. Facilitate a press conference and media ride-along upon the deployment of each school bus in each school district.
- G. Respond timely to any mechanical or other issues related to the deployment of the school buses as part of the Pilot Project. This includes multiple training sessions, particularly of drivers, as necessary. The manufacturer will routinely visit the school district sites to address areas of concern.
- H. Conduct a roundtable discussion with each school district at the completion of the six-week period to obtain input and thoughts from those involved with the Pilot Project.
- I. Provide a digital report on the Pilot Project at the conclusion of 2025-26 school year and a second report at the conclusion of the 2026-27 school year on the Pilot Project. The report will include information on charging and range, telematics data, reaction from those at the school district associated with the Pilot Project and other pertinent information.

## **B. TECHNICAL SPECIFICATIONS**

### **1. Mandatory Specifications**

#### Organizational Experience:

Offerors must submit a statement of relevant experience. The documentation must thoroughly describe the offeror's experience and expertise in providing services similar to the contract requirements.

Offerors should include specific information in their proposals documenting the extent of their knowledge and experience regarding the following:

- a. Implementation of a Pilot Project in a different state which deployed Class 4 Type A and Type D all-electric, purpose-built, zero-emission school buses in multiple school districts for multiple rounds of a pilot.
- b. Manufacturing both a Class 4, Type A all-electric, purpose-built, zero-emission school bus and a Type D all-electric, purpose-built, zero-emission school bus at the time the RFP is published.
- c. Ability to establish and manage a service center in NM to provide service and support during the Pilot Project period.



- d. Ability to partner with an established charging infrastructure provider during the Pilot Project to ensure adequate charging infrastructure that meets the elements of the Pilot Project.
- e. Working with school districts and school boards in the implementation of similar Pilot Projects in other states.
- f. Demonstration of an established driver, mechanic, and first responder training curriculum for participating school districts, to be delivered prior to deployment of buses into the school districts.
- g. Offerors should include in their proposal copies of individual references and appropriate professional certifications, training and degrees related to the scope of work.
- h. Offerors should include in their proposals samples of work performed and outcomes of previous pilot projects.

## **C. BUSINESS SPECIFICATIONS**

### **1. Offeror Staff Experience**

Offerors must submit an experience narrative that describes specific and relevant experience of staff members who will perform the work in relation to this contract. The narrative must include the names of any individuals the offeror has identified at the time of proposal submission and should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credential that clearly shows how they meet and/or exceed the Agency's mandatory specifications for this contract.

### **2. Campaign Contribution Disclosure Form**

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.**

### **3. Oral Presentation**

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.9, Oral Presentations may be held at the sole discretion of the Evaluation Committee.

### **4. Cost**

Offerors agree to accept the agency's final fee for the contractual services, based on a negotiated and agreed-upon amount. This is not a guarantee, and the actual work required may ultimately yield more or less than this amount. Due to the State of New Mexico budgeting process, there can be no pre-determination concerning work required for subsequent years.

In-state applicants with a Resident Business Certificate will receive an 5% bonus in ranking points as the application is evaluated and ranked. New Mexico gross receipts taxes are excluded from the proposed maximum fee for consulting services, however they are included in the total contract amount. The New Mexico Gross Receipts Tax levied on the amounts payable under this agreement shall be paid by the Contractor. The Contractor is responsible for payment directly to the New Mexico Taxation and Revenue Department.

The contract awarded will be inclusive of all expenses relating to the management and implementation of the Pilot Project as outlined in the scope of work including, but not limited to, office supplies, printing, office equipment, communications equipment, training expenses and travel. The contract awarded will be inclusive of all applicable state and federal taxes.

#### **5. Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These, along with General Requirements, will be used in the evaluation of Offeror proposals.

	Factor	Points Available
1.	Implementation of a Pilot Project in a different state which deployed Class 4 Type A and Type D all-electric, purpose-built, zero-emission school buses in multiple school districts for multiple rounds of a pilot.	30
2.	Manufacturing both a Class 4, Type A all-electric, purpose-built, zero-emission school bus and a Type D all-electric, purpose-built, zero-emission school bus at the time the RFP is published.	30
3.	Ability to establish and manage a service center in NM to provide service and support during the Pilot Project period.	25
4.	Ability to partner with an established charging infrastructure provider during the Pilot Project to ensure adequate charging infrastructure that meets the elements of the Pilot Project.	25
5.	Working with school districts and school boards in the implementation of similar Pilot Projects in other states.	20
6.	Demonstration of an established driver, mechanic, and first responder training curriculum for participating school districts, to be delivered prior to deployment of buses into the school districts.	20
7.	Individual references and related professional licenses, certificates of training and degrees and samples of work for other clients.	15
	<b>Total Points Available</b>	<b>165</b>

### EVALUATION FACTORS

#### 1. Letter of Transmittal

Pass/Fail only. No points assigned.

#### 2. Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

#### 3. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

##### A. New Mexico Resident Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a NM Resident Business is 5% of the total points available in this RFP.

##### B. New Mexico Resident Veterans Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

## **B. 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 may 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**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

## REQUEST FOR PROPOSAL

### New Mexico All-Electric Purpose-Built, Zero-Emission School Bus Pilot Project EDD-BUS-2026-1

#### ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION:

\_\_\_\_\_

CONTACT NAME:

\_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

#### Submit Acknowledgement of Receipt Form to:

To: Sara Gutiérrez

E-mail: sara.gutierrez@edd.nm.gov

Subject Line: RFP# EDD-BUS-2026-1

**APPENDIX B**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## 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:** Gov. Michelle Lujan Grisham/Lieutenant Gov. Howie Morales.

**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**  
**DRAFT/SAMPLE CONTRACT**

STATE OF NEW MEXICO

ECONOMIC DEVELOPMENT DEPARTMENT  
PROFESSIONAL SERVICES CONTRACT # \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between the State of New Mexico, ECONOMIC DEVELOPMENT DEPARTMENT, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work:

2. **Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of **XX (\$XX)**, such compensation not to exceed \$XX, including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$XX (XX). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment

shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on (**enter date here**), unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

**4. Termination.**

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the

Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's

family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

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



**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

**20. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable

but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

**21. New Mexico Employees Health Coverage.**

A. If Contractor 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, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to 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. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

**22. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:

[insert name, address and email].

To the Contractor:

[insert name, address and email].

**25. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency's Legal Counsel – Certifying legal sufficiency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency's Chief Financial Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 00-000000-00-0

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: \_\_\_\_\_  
GSD/SPD Contracts Review Bureau

Date: \_\_\_\_\_

**The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.**

**APPENDIX D**

**NEW MEXICO SUBSTITUTE W-9 FORM**

DO NOT SEND TO  
IRS - SUBMIT  
FORM TO  
REQUESTING  
AGENCY

FCD 04/2021

NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION  
FINANCIAL CONTROL DIVISION  
SUBSTITUTE FORM W-9



REQUEST FOR TAXPAYER IDENTIFICATION NUMBER, CERTIFICATION

TYPE OR PRINT NEATLY, PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION

**PART I: SUPPLIER INFORMATION**

1. Name: (as shown on your income tax return). Name is required; do not leave blank.		2. Business name/disregarded entity name, if different from #1:	
<input type="text"/>		<input type="text"/>	
3. Entity Type (Check only one, unless you are or have been a State of New Mexico Employee, then also check State of New Mexico Employee box):			
<input type="checkbox"/> Individual / Sole Proprietorship / Single Member LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Government (Local, State, Federal, Tribe)	<input type="checkbox"/> Tax-Exempt organization under IRC Section 501 C
<input type="checkbox"/> C Corporation / S Corporation	<input type="checkbox"/> Trust / Estate	<input type="checkbox"/> State of New Mexico Employee (Agency No.)	<input type="text"/>
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership > _____)			
4. 1099 Reporting: Services provided to the State by vendor:			
<input type="checkbox"/> Health care or medical service	<input type="checkbox"/> Royalties	<input type="checkbox"/> Agency Volunteer (Agency No.)	<input type="checkbox"/> DUAL Supplier & Active NM Employee
<input type="checkbox"/> Attorney services	<input type="checkbox"/> State of NM Appointed Board member / commissioner / committee member	<input type="checkbox"/> Other	<input type="text"/>
<input type="checkbox"/> Rental of Real Property			

**PART II: TAXPAYER IDENTIFICATION NUMBER (TIN) & TAXPAYER IDENTIFICATION TYPE**

1. Enter your TIN here (DO NOT USE DASHES)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2. Taxpayer Identification Type (check appropriate box):									
<input type="checkbox"/> Employer ID No. (EIN)	<input type="checkbox"/> Social Security No. (SSN)	<input type="checkbox"/> Employee ID	<input type="checkbox"/> N/A (Non-United States Business Entity)						

**PART III: ADDRESS**

1. Address: (Location where payments and correspondances can be sent) (if a NM state employee, enter Agency name and Field Office Address) Address Line #1			2. REMITTANCE, IF DIFFERENT: (location specifically used for payment that is different than address 1, if applicable) Address Line #1		
Address Line #2			Address Line #2		
Address Line #3			Address Line #3		
City	State	Zip Code	City	State	Zip - 9 Digit
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**PART IV: CERTIFICATION**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct tax payer identification number (or I am waiting for a number to be issued to me), AND
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have **not** been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND
- I am a U.S. Citizen or other U.S. person.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding**

Printed Name	Occupation	Telephone Number
<input type="text"/>	<input type="text"/>	<input type="text"/>
Signature	Email for receiving ACH advices	Date (mm/dd/yyyy)
<input type="text"/>	<input type="text"/>	<input type="text"/>

**PART V: OPTIONAL DIRECT DEPOSIT (ACH)**

**Warning:** The State of New Mexico will not process International ACH Transactions (IAT). If any payment to you from the State will ever result in an IAT under National Automated Clearing House Association (NACHA) operating rules or if you are not sure if the rules apply to you DO NOT FILL OUT THIS SECTION OF THE FORM. Please provide a copy of a voided check or letter from bank confirming information indicated above.

Include a voided check or letter from financial institution if requesting ACH payments

Type of Account	<input type="radio"/> Checking	<input type="radio"/> Savings
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I acknowledge the IAT warning and authorize the State of New Mexico to initiate direct deposit of funds to the account and financial institution indicated, and to recover funds deposited in error if necessary in compliance with NACHA regulations.

Signature	Printed Name
<input type="text"/>	<input type="text"/>

# Instructions for Completing this Form

This form substitutes for the IRS W-9 form. Complete this form if you will receive payment from the State of New Mexico and/or you are a vendor who provides goods and services to the State of New Mexico. To comply with the Internal Revenue Service (IRS) regulations regarding 1099 reporting, the State of New Mexico is required to collect the following information to be completed on the Substitute W-9 form. The information collected on this form will allow the State to confirm that our records contain the official name of your business, the Tax Identification Number (TIN) that the IRS has on file for your business and business type.

Check the appropriate box(s) that this form is to be utilized and fill in the corresponding section(s) indicated next to the box(s) checked.

## PART I: VENDOR INFORMATION

- 1. Legal Business Name** Enter the legal name as registered with the IRS or Social Security Administration.
- 2. DBA/Trade Name** Individuals leave blank. Sole Proprietorships: Enter DBA (doing business as) name. All Others: Complete only if business name is different than Legal Name.
- 3. Entity Type** Check ONE box which describes business entity. If a current, past, or becoming a state employee, please also mark the State of New Mexico Employee box and enter the Business Unit number for the agency. Also, provide the 6 digit employee ID as assigned in SHARE HCM in the Part II Taxpayer Identification Number (TIN) & Taxpayer Identification Type section and mark the Employee ID box.
- 4. 1099 Reporting** Check the appropriate box that applies to the type of services being provided to the State. If the type of service is not specifically stated, enter the type of service in the Other box.

## PART II: TAXPAYER IDENTIFICATION NUMBER (TIN) & TAXPAYER IDENTIFICATION TYPE

- 1. Taxpayer Identification Number** Enter TIN with no dashes in the boxes provided
  - a. TIN** is always a 9-digit number. Provide the Social Security Number (SSN) assigned by the Social Security Administration (SSA) or the Federal Employer Identification Number (FEIN) assigned to the business or other entity by the Internal Revenue Service (IRS).
  - b. Employee ID** is always a 6-digit number. Provide the employee ID assigned by the State of New Mexico for payroll processing in SHARE HCM.
- 2. TIN Identification Type** Mark the appropriate box for the TIN provided above.

## PART III: ADDRESS

- 1. Address** Where correspondence, payment(s), purchase order(s) or 1099s should be sent.
  - a. Employees** If a current employee, please provide this following:
    - i. Address Line #1:** State Agency Name
    - ii. Address Line #2:** Field Office Mailing Address
    - iii. Address Line #3:** N/A
  - b. CDBG** When providing a Community Development Block Grant (CDBG) remittance address, enter CDBG on line #1 and entities remittance address in address line #2
- 2. Remittance Address** If different than Address
- 3. Zip Code and Phone Number** The 5 + 4 code will be required to be entered for all zip codes. If the last 4 digits are unknown, then 4 zeros (0) can be entered. Do not enter the "-" as part of the zip code. When entering the phone number, only enter the 10 digit number. Do not enter the "(" or "-" as part of the phone number.

## PART IV: CERTIFICATION

By signing this document you are certifying that all information provided is accurate and complete. The person signing this document should be the partner in the partnership, an officer of the corporation, the individual or sole proprietor noted under legal name above, or the New Mexico State Employee for which the vendor account is established.

Identifying information is required of the person signing the form.

**PART V: OPTIONAL DIRECT DEPOSIT (ACH)** You may elect to receive payments from the State of New Mexico through Automated Clearing House (ACH) direct deposit. Please provide a copy of a voided check or letter from financial institution with the banking information. Without one of the two items, ACH information WILL NOT be entered and payments will be made by warrant. Select the type of account being provided.

**I Acknowledge** Print name and sign to acknowledge the IAT warning and to authorize the State of New Mexico to initiate direct deposit of funds to your financial institution provided.

**Privacy Act Notice** Section 6109 requires you to furnish your correct TIN to persons who must file information