

**NEW MEXICO MILITARY INSTITUTE**  
**Request for Proposals**  
**RFP No. 2023/24-01**  
**Proposals for: Cheer Class, Dance, and Performance**

MAIL SEALED PROPOSALS TO: **Office of the Chief Financial Officer**  
**New Mexico Military Institute**  
**101 West College Blvd.**  
**Roswell, NM 88201**

**PROPOSAL OPENING DATE: Thursday, July 27, 2023 TIME 2:00 PM/MT (Mountain Time)**

At the above date and time, proposals will be opened with at least one witness present. Proposals will not be opened publicly. Any proposal received after the stated date and time will not be considered and will be returned unopened.

**Note any questions are to be addressed to the Chief Financial Officer, Deana Curnutt, email:**  
**curnutt@nmmt.edu and copy tclark@nmmt.edu**

Offeror agrees to comply with all conditions that are stated in this RFP.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made, to any competitor or any other person engaged in such line of business.

**OFFEROR MUST FILL IN AND SIGN:**

NAME OF FIRM, COMPANY

\_\_\_\_\_

ADDRESS

\_\_\_\_\_  
 (Street) (City) (State) (Zip)

AUTHORIZED SIGNATURE

\_\_\_\_\_  
 (Title)

DATE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

This requirement is assigned Commodity Code # 96208 – Athletic Training

**In submitting their proposal, Offerors represent that they have examined and acknowledge receipt of addendum(s) (if any have been issued) identified below:**

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **REQUEST FOR PROPOSAL**

Sealed Proposals in triplicate will be received until **2:00 PM, on July 27, 2023** at the Office of the Chief Financial Officer, New Mexico Military Institute, Roswell, New Mexico for the following:

### **Cheer Class, Dance, and Performance**

Request for Proposal may be secured free of charge at the NMMI website at <http://www.nmmi.edu/humanResources/rfps/documents/index.asp> , or at the Office of the Chief Financial Officer, 101 West College Blvd., Roswell, NM 88201. The Board of Regents reserves the right to reject any and all proposals and to waive all technicalities or informalities in the proposal.

Board of Regents  
New Mexico Military Institute  
By: /s/ Alan Edmonson

ATTEST:  
/s/ Christina Montoya  
Secretary/Treasurer

## 1. PURPOSE

New Mexico Military Institute (NMMI) requests lump sum proposals for Instructional Services and Associated Training Materials to support instructional courses for cheer and dance performances at NMMI facilities with NMMI students (cadets).

## 2. INSTRUCTIONS AND CONDITIONS

- a. Proposals will be accepted until **2:00 PM, on July 27, 2023**. Proposal received after the above-indicated time will be returned unopened. **Three (3) copies of each proposal shall be delivered to:**

**New Mexico Military Institute**  
**Chief Financial Officer**  
**101 West College Blvd.**  
**Roswell, NM 88201**

- b. Proposals shall be submitted in a sealed envelope, box, or wrapping and should be labeled:

**“SEALED PROPOSAL”**  
**RFP NO. 2023/24-01**  
**CHEER CLASS, DANCE, AND PERFORMANCE**

- c. Responses should be in the same order as the evaluation criteria.
- d. Any proposal that does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis. Concise proposals will be appreciated. Lengthy proposals are discouraged.

## 3. INFORMATION REFERRAL, ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the specifications or other pre-proposal documents will be made to any Offeror orally. Every request for such interpretations must be made in writing, or email, and to be given consideration, must be received no later than July 21, 2023. All interpretations and any supplemental instructions will be emailed or mailed to all prospective proposers (at the respective addresses furnished for such purposes). Such addendum of interpretations shall not relieve Offerors from obligation under his/her proposal as submitted. All addenda so issued shall become part of the contract documents.

All Offerors are referred to the Office of the Chief Financial Officer of NMMI to obtain information not available in the specifications.

New Mexico Military Institute  
Deana Curnutt, Chief Financial Officer  
101 West College Boulevard  
Roswell, NM 88201

Email: [curnutt@nmmi.edu](mailto:curnutt@nmmi.edu) and copy [tclark@nmmi.edu](mailto:tclark@nmmi.edu)

#### **4. TERM**

The initial term of this contract will be from the date of award – May 31, 2024. NMMI may extend this contract, one year at a time, an additional 9 years, should funding be available.

#### **5. PROJECT DESCRIPTION**

New Mexico Military Institute is a 4 year High School and a 2 year Junior College on one campus. NMMI has opportunities for cheer and dance squads to exist for various team sports played by both High School boys and girls as well as Junior College men and women sports. In addition to the various scheduled sporting events, NMMI hosts other events for participation such as Home Coming, Open House, bowl games, etc.

NMMI currently offers team cheer and dance options for cadets through voluntary or stipend scenarios which have resulted in various, non-consistent results. NMMI seeks to formalize an annual contract for such services with a provider with a proven track record of successful instruction and outcome by recognized third parties such as event awards.

Our goal is to provide cadets with the option to learn and join a cheer and dance squad with a professional instructor(s) to develop into a significantly organized result. NMMI anticipates the participation of all cadets who desire to be a part of the squad(s).

The RFP will cover a one-year span with options to provide additional years of service if additional funds are available.

New Mexico Military Institute is requesting proposals to furnish Professional Instructional Services from the date of award through May 31, 2024 to coincide with the academic year. This includes cheer and dance instruction/practices a minimum of two days per week. Practices will be held on the NMMI campus. Participation and guidance at NMMI events will be required. The number of events shall be negotiated between NMMI and the successful Offeror. Additional services, if necessary, will be contracted separately by NMMI and is not a responsibility of this contract but will come out of the overall project budget. Offerors must be able to provide services in Roswell, New Mexico.

It will be the responsibility of the Offeror to clearly identify all services covered under their proposal. NMMI would expect to see what services are provided by the Offeror as well as line items that are specifically excluded in the proposal and would then be a responsibility of NMMI

## **6. 13-1-21 E. APPLICATION OF PREFERENCES**

When a public body makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the public body shall award additional points equivalent to:

(1) eight percent of the total possible points to a resident business or Native American resident business; or

(2) ten percent of the total possible points to a resident veteran business or Native American resident veteran business that has annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year.

**Offerors must provide a valid certificate from the Taxation and Revenue Department or a valid registration # to receive preference.**

## **7. PROPOSAL ORGANIZATION**

Please organize your proposal in correspondence with the evaluation criteria listed below.

### **1. Brief History of the Organization**

- a. Brief overview of your organization
- b. Years in Business
- c. Awards or accolades achieved at the Regional and National level

### **2. Personnel**

- a. Please list the key personnel member(s) who will be assigned to provide services to NMMI
- b. If applicable, please list any alternates or substitutes that would be assigned should the key personnel member(s) be unavailable
- c. Please indicate any related experience the personnel (including alternates or substitutes) that will be assigned to NMMI possess
- d. Availability – please indicate the days and times personnel would be available to provide services to NMMI

**3. Ability to Meet Scope of Work** – List a minimum of five (5) years completed by you (your organization) that best represents a similar scope, program and/or complexity or events. For each, please include:

- a. Start and end dates for services provided
- b. Name and Location
- c. Description of services provided
- d. Photographs
- e. Number of cheer/dance participants

**4. Project Approach**

- a. Describe your intended approach for these projects. Please include your approach and the benefit each step has for the cadets.
- b. Please describe any unique aspects your company may employ in the progress of the project.

**8. EVALUATION CRITERIA**

Each proposal will be evaluated on the basis of all of its contents and a contract awarded to the responsible Offeror whose proposal is, in the opinion of NMMI, determined to be most advantageous to NMMI, when all factors are considered.

		<b>Points</b>	<b>Score</b>
<b>1.</b>	<b>Brief History of Organization</b>	<b>30</b>	
<b>2.</b>	<b>Personnel</b>	<b>25</b>	
<b>3.</b>	<b>Ability to Meet Scope of Work</b>	<b>25</b>	
<b>4.</b>	<b>Project Approach</b>	<b>20</b>	
	<b>TOTALS</b>	<b>100</b>	

NMMI shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the quality of the services. (13-1-132 NMSA 1978).

**Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and final offers may also be clarified and amended at finalist negotiations. NMMI is under no obligation to conduct negotiations with any Offeror.

## **9. SELECTION PROCESS**

Proposals will be reviewed by a selection committee. The process will include such site presentations and interviews as the committee may require. The award shall be made to the responsible Offeror whose proposal is most advantageous to New Mexico Military Institute, taking into consideration the evaluation factors, as outlined in the Evaluation Criteria.

Offerors may be invited to discuss their proposal with NMMI staff. NMMI is under no obligation to conduct discussions with any or all Offerors. Offerors shall bear any and all costs incurred by them in the conduct of any discussions or negotiations including travel, if requested by the NMMI staff.

## **10. DETAILED CONTENTS OF PROPOSAL**

**All proposals must include the following:**

- a. The Letter of Transmittal (page 1) must be filled out and signed by an individual authorized to commit the Offeror. All addenda (if applicable) must be acknowledged on the Letter of Transmittal.
- b. The Campaign Contribution form must be filled out and submitted with your proposal, even if no contributions were made. (Page 11 – 13)
- c. Offerors should respond to all evaluation criteria for their proposal to be deemed responsive. Non-responsive proposals may be rejected by NMMI

## **11. CONFLICT OF INTEREST**

Offeror warrants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with fair competition or the performance of services required under this request. The Procurement Code, Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.

## **12. LAWS AND REGULATIONS**

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and will be deemed to be included in the contract the same as though herein written out in full. The laws of the State of New Mexico shall govern this contract.

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any NMMI employee, student or guest because of race, color, religion, national origin, sex, and marital status, or status with regard to public assistance, disability or age.

### **13. ASSIGNMENT**

No right or interest in any contract arising from this request for proposal shall be assigned or delegated by the proposers without the written permission of NMMI.

### **14. NEWS RELEASES**

Upon receipt of a contract agreement with NMMI, the Offerors shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to NMMI, without the written approval from the Chief Procurement Officer or designated representative, obtained in advance, for each item of advertising or publicity. However, nothing shall preclude successful Offerors from listing NMMI on its routine client list for matters of reference.

### **15. IDEMNITY**

Offerors shall indemnify and hold harmless NMMI, its agents or employees from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of, or resulting from the operation or performance of the contractor or any subcontractor under this agreement. The liability of NMMI will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 Et Seq. NMSA 1978, as amended.

### **16. PROPRIETARY INFORMATION**

NMMI discourages the submission of any information deemed "proprietary" or "protected" and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. NMMI, as a public entity, cannot and does not warrant that proprietary information will not be disclosed.

### **17. COST OF PROPOSAL**

Each Offeror is responsible for any cost associated with submitting a proposal and response to this request for proposal. Each Offeror is responsible for any cost incurred in making visits to NMMI for any purpose associated with this request for proposal.



## **18. LATE SUBMISSIONS**

Late submissions of offers will not be considered unless it is determined by New Mexico Military Institute that the late receipt was due solely to mishandling by NMMI after receipt by NMMI or the offer is the only offer received. NMMI will not be responsible for any lost or misdirected mail sent by common carrier. The time clock in the Office of the Chief Procurement Officer shall serve as the official record of time. Late submissions will be returned unopened.

## **19. NMMI OPTIONS**

The New Mexico Military Institute, notwithstanding any other provision of this request for proposals, expressly reserves the right to:

- a. Waive any insignificant defect or informality in any proposal or proposal procedures;
- b. Reject any or all proposals;
- c. Reissue a request for proposals;
- d. Negotiate with any or all of the Offeror representatives for the purpose of obtaining best and final offers. Revisions may be permitted after opening and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award. NMMI is under no obligation to conduct discussions with any Offeror.

## **20. CHANGES/ALTERATIONS AFTER AWARD**

Changes or alterations after the award can only be made if agreed to in writing by New Mexico Military Institute.

## **21. CANCELLATION**

New Mexico Military Institute reserves the right to cancel without penalty, this request, the resultant contract or any portion thereof for unsatisfactory performance or unavailability of funds.

## **22. RIGHT TO PROTEST**

Any Offeror who is aggrieved in connection with this Request for Proposal may protest the award to New Mexico Military Institute Chief Procurement Officer as provided by the New

Mexico State Procurement Code 13-1-172. The protest shall be submitted in writing with 15 (fifteen) calendar days after knowledge of the facts or occurrence giving rise thereto.

In the event of a timely protest under this section, NMMI and the Contracting Agency shall not proceed further with the procurement unless NMMI makes a determination that the award of Agreement is necessary to protect substantial interest of the Contracting Agency (13-1-173 NMSA 1978). Protests must be written and must include a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Chief Procurement Officer. Emailed protests will not be considered.

### **23. OBLIGATION OF OFFERORS**

At the time of the opening of proposals, each Offeror will be presumed to have read and be thoroughly familiar with the specifications and regulations, including all addenda. The failure or omission of any Offeror to examine any form, instrument, or document shall in no way relieve an Offeror for any obligation in respect of his/her proposal.

### **24. CONTRACT DOCUMENTS**

If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Proposals, the signed proposal submitted by the Offeror, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the System and the Offeror, all of which shall be referred to collectively as the Contract Documents.

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

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

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 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 or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

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

Note: A prospective contractor shall make **separate** disclosures of all campaign contributions given by (1) the prospective contractor, or (2) a family member or (3) representative of the prospective contractor, or shall complete the non-disclosure statement, as applicable.

#### **DISCLOSURE OF CONTRIBUTIONS:**

<b>Contribution Made By:</b>			
<b>Relation to Prospective Contractor:</b>			
<b>Name of Applicable Public Official:</b>		Governor _____	
<b>Contribution(s) Date(s)</b>	<b>Contribution Amount(s):</b>	<b>Nature of Contribution(s):</b>	<b>Purpose of Contribution(s):</b>
	\$		
	\$		

	\$		
	\$		
	\$		

(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: \_\_\_\_\_