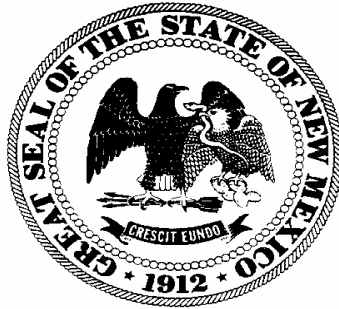




**REQUEST FOR PROPOSALS (RFP)**  
**Amended Copy**  
**Out-of-School Time Bernalillo County**  
**RFP# CREC-PED-2022-001**



RFP Release Date: April 08, 2022

Proposal Due Date: April 28, 2022

**HARD COPY-ONLY PROPOSAL SUBMISSION**

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# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of out-of-school time services from independent organizations.

## B. BACKGROUND INFORMATION

Serving families in Bernalillo County with socioemotional learning throughout the County.

## C. SCOPE OF PROCUREMENT

The CONTRACTOR shall perform work to support at-risk youth with access to a well-rounded education.

The resulting contract will be a single award.

(See Section IV for the Scope of Work)

## D. PROCUREMENT MANAGER

Central Region Educational Cooperative REC #5 has assigned a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: **Carol Elliott, Chief Procurement Officer**  
Address: **4216 Balloon Park Road NE**  
City/State/Zip **Albuquerque, NM 87109**  
Telephone: **(505) 889-3412**  
Email: **celliot@crecnm.org**

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact **ONLY** the Chief Procurement Officer regarding this procurement. Other Central Region Educational Cooperative employees or Evaluation Committee members do not have the authority to respond on behalf of the Central Region Educational Cooperative REC #5.
2. **Protests of the solicitation or award must be submitted in writing to the Chief Procurement Officer as identified in Section II.B.13.** As a Protest Manager (Chief Procurement Officer) 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 (Chief Procurement Officer) 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.

#### E. PROPOSAL SUBMISSION

All proposals are to be submitted by hard copy along with six digital copies that are an exact duplicate of the original. If there are minor discrepancies between the hard copy and the electronic copy the original copy will be the prevailing copy. Major discrepancies between the proposals will result in rejection of the proposal. See Section III for additional submittal requirements. Offerors will submit their proposal prior to the deadline of 3 pm on April 28, 2022. Refer to Section III.B.1 for instructions.

#### F. DEFINITION OF TERMINOLOGY

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

1. “**Award**” means the final execution of the contract document.
2. “**Business Hours**” means 8:00 AM thru 4:30 PM MST/MDT, whichever is in effect on the date given.
3. “**Close of Business**” means 4:30 PM Mountain Standard or Daylight Time, whichever is in use at that time.
4. “**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.
5. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
6. “**Contractor**” means any business having a contract with a state agency or local public body.
7. “**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.

8. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
9. “**Electronic Submission**” means a successful submittal of Offeror’s proposal electronically to the Chief Procurement Officer. Electronic submission will **NOT** be accepted.
10. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a USB flash drive. The electronic version/copy can **NOT** be emailed.
11. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
12. “**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.
13. “**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.
14. “**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.
15. “**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.
16. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
17. “**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
18. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
19. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

20. **“Procurement Manager (Chief Procurement Officer)”** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
21. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
22. **“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.
23. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
24. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The Central Region Educational Cooperative REC #5 reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager (Chief Procurement Officer). By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager (Chief Procurement Officer) in such cases.
25. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
26. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
27. **“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. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://www.crecnm.org/RFP>

## 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 (Chief Procurement Officer) will make every effort to adhere to the following schedule:

| Action                                  |  | Due Dates                             |
|---|--|---------------------------------------|
| 1. Issue RFP                            |  | Tuesday April 8, 2022                 |
| 2. Pre-Proposal Conference              |  | No Pre-Proposal Meeting will be held. |
| 3. Intent to Respond                    |  | April 13, 2022                        |
| 4. Deadline to submit Written Questions |  | April 13, 2022                        |
| 5. Response to Written Questions        |  | April 15, 2022                        |
| <b>6. Submission of Proposal</b>        |  | <b>April 28, 2022</b>                 |
| 7.* Proposal Evaluation                 |  | TBD                                   |
| 8.* Selection of Finalists              |  | TBD                                   |
| 9.* Best and Final Offers               |  | TBD                                   |
| 10 * Oral Presentation(s)               |  | No Oral Presentations will be held.   |
| 11.* Finalize Contractual Agreements    |  | TBD                                   |
| 12.* Contract Awards                    |  | TBD                                   |
| 13.* Protest Deadline                   |  | +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 Public Education Department (PED) on April 8, 2022.

## 2. Pre-Proposal Conference

A pre-proposal conference will not be held as indicated in Section II.A.

## 3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager (Chief Procurement Officer) as to the intent or clarity of this RFP until Wednesday April 15, 2022 4:30 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## 4. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:

<https://www.crecnm.org/RFP>

## 5. Submission of Proposal

ONLY hard copy proposal submission is allowed. **Do not** submit electronic copies.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER (CHIEF PROCUREMENT OFFICER) NO LATER THAN 3:00 PM MST/MDT ON Thursday April 28, 2022. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be date and time-stamped when the hard copies are received.

*Please ensure that you, as the Offeror, allow adequate time to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received by the deadline, will be deemed late. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.***

**Proposals must be hard copy.** Proposals submitted by facsimile, email or other electronic means will not be accepted.

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 Chief Procurement Officer 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 Chief Procurement Officer will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter.

### **Best and Final Offers**

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

## **8. 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 Central Region Educational Cooperative REC #5 reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **9. Contract Awards**

Upon receipt of the signed contractual agreement, the Central Region Educational Cooperative REC #5 office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate RFP approval.

## **10. 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 (Chief Procurement Officer) 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 (Chief Procurement Officer) 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 4:30 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 delivered to:

**Carol Elliott Chief Procurement Officer**  
**celliott@crecnm.org**

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## **C. GENERAL REQUIREMENTS**

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

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

### **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. The Contractor shall be ultimately responsible for all items enumerated in the Statement of Work of this Agreement.

### **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 Department awarding any resultant contract, before any subcontractor is used during the term of this agreement, including qualifications and job descriptions for any professional service sub-contract.

The CONTRACTOR shall seek advance approval from the DEPARTMENT of all sub-contractors, including qualifications and job descriptions for any professional service sub-contact.

The CONTRACTOR shall comply, and shall ensure that all sub-contractors comply, with all applicable procurement laws and regulations.

### **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 (Chief Procurement Officer) and signed by the Offeror's duly authorized representative.

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

## 7. Proposal Offer Firm

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

## 8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Central Region Educational Cooperative REC #5. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization; and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

If a request is received for disclosure of proprietary or confidential materials, the Procurement Manager (Chief Procurement Officer) 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 Central Region Educational Cooperative REC #5 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. Any, and all proposals may be rejected in whole or in part when the Procurement Manager (Chief Procurement Officer) determines such action to be in the best interest of the State of New Mexico Public Education Department (PED) and Central Region Educational Cooperative REC #5.

## **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 Central Region Educational Cooperative REC #5's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **12. Legal Review**

The Central Region Educational Cooperative REC #5 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 (Chief Procurement Officer).

## **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 Central Region Educational Cooperative REC #5 through the Procurement Manager (Chief Procurement Officer) 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 the Central Region Educational Cooperative REC #5 and a contractor will follow the format specified by the Central Region Educational Cooperative REC #5 and contain the terms and conditions set forth in the Agreement (General Terms and Conditions). However, the Central Region Educational Cooperative REC #5 reserves the right to negotiate provisions in addition to those contained in this RFP 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 Central Region Educational Cooperative REC #5's Procurement Manager (Chief Procurement Officer) discourages exceptions from the contract terms and conditions as set forth in the RFP. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Procurement Manager (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 strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Procurement Manager (Chief Procurement Officer) may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the RFP are not acceptable to the Procurement Manager (Chief Procurement Officer) 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 Procurement Manager (Chief Procurement Officer) and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

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

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.20. The Evaluation Committee also reserves the right to waive mandatory requirements provided that **all** of the otherwise responsive proposals failed to meet the

same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

Central Region Educational Cooperative REC #5 reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the State of New Mexico Public Education Department (PED), adequately meeting the needs of the Central Region Educational Cooperative REC #5.

## **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. Central Region Educational Cooperative REC #5 Rights**

The Procurement Manager (Chief Procurement Officer) 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 Central Region Educational Cooperative REC #5.

## **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 Central Region Educational Cooperative REC #5.

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 Central Region Educational Cooperative REC #5 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 Central Region Educational Cooperative REC #5, the Offeror acknowledges that the version maintained by the Central Region Educational Cooperative REC #5 shall govern.

## 28. Campaign Contribution Disclosure Form

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

## 29. Letter of Transmittal

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

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;

4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided; and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

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

### **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.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and

required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

- c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State of New Mexico Public Education Department (PED) 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.**

**The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

#### B. NUMBER OF COPIES

Offeror shall submit their proposal in the following two formats and quantities:

1. There must be one (1) original hard copy of the complete proposal with original signatures, clearly labeled **ORIGINAL**, along with the RFP number, RFP Title and Offeror's business name. The hard copy of the **Cost Proposal** must also be submitted with the Original proposal in a separate, sealed envelope, also clearly labeled as noted above.
2. There must be six (6) identical electronic copies of the Original submitted proposal on flash drives, clearly labeled with the RFP number and the Offeror's business name. One (1) of the six flash drives is to be labeled **ORIGINAL** and will contain the **Cost Proposal**. The remaining five (5) flash drives are to be clearly marked **COPY** will not contain the Cost Proposal, as they will be given to the evaluation committee members for review and scoring.
3. Emailed submissions will not be accepted.
4. Offeror must deliver their sealed proposal submission per the instructions on the RFP Cover Sheet and in Section II., on or before the closing date and time for receipt of proposals.

#### C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Proposals must be submitted in two formats: one (1) hard copy in a three-ring binder, clearly labeled **ORIGINAL**, and six (6) electronic copies of the Hard Copy on flash drives, clearly labeled as defined in paragraph III.B. See paragraphs III.B.1. and III.B.2 regarding the handling of the Cost Proposal.

The hard copy proposal must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.), with tabs delineating each section, and placed in as small a three-ring binder as needed to contain the proposal. Spiral or comb binding is not acceptable. Length of the proposal shall be limited to a maximum of forty-five (45) pages/slides of text and/or graphic material for project proposals. **If there is any question as to format requirements, they shall be directed to the Procurement Officer for clarification prior to submittal of documents.**

Material excluded from the 45-pages/slides maximum count shall include and **shall be limited to:**

## 1. Proposal Content and Organization

- Front cover (blank on back side)
- Letter of Transmittal – this letter should contain the address and instructions to obtain the digital proposal (one page maximum)
- Tables of Contents page (one page maximum)
- Divider pages (See Sections below)**
- Campaign Contribution Disclosure
- W-9 Form
- Back cover (blank on one side)
- Cost Proposal

**ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 45-PAGE MAXIMUM.**

**Divider Pages** are noted herein. The Selection Committee will score proposals based on these Sections. A more detailed description and points assigned to each Section is provided under Section V. EVALUATION. Reminder – Divider Pages do not count towards the 45-page maximum.

|           |   |
|-----------|---|
| Section 1 | Business Profile; Design and Technical Competence         |
| Section 2 | Capacity and Capability                                   |
| Section 3 | Past Record of Performance                                |
| Section 4 | Proximity/Familiarity w/Site(s)                           |
| Section 5 | Design Work produced in-state                             |
| Section 6 | Description of Program and Work previously done           |
| Section 7 | Experience and Evidence of Understanding of Scope of Work |

Any proposal deemed non-conforming by the Selection Committee *Chairman* in regard to format will be considered non-responsive. Offerors shall contact the District Representative to clarify any questions concerning format prior to submission.

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

1. Performance Surety Bond (if applicable)
2. New Mexico Preferences (if applicable)

Other Supporting Material (if applicable)

**Cost Proposal:**

## 1. Completed Cost Response Form (APPENDIX B)

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

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

## IV. SPECIFICATIONS

### A. DETAILED SCOPE OF WORK

Out-of-School time services – The CONTRACTOR shall perform work to support at-risk youth with access to a well-rounded education in Bernalillo County. Procure a provider to expand extended learning summer programs for low-income students with socioemotional learning and year-round family involvement in Bernalillo County.

### B. TECHNICAL SPECIFICATIONS

#### 1. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar services/programs performed for private, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX D, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must**

**submit the Questionnaire directly to the designee identified in APPENDIX D. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

## **2. Mandatory Specification**

Offerors shall respond in the form of a thorough narrative to each mandatory specification requiring such. The narratives along with required supporting materials will be evaluated and awarded points accordingly. Failure to address mandatory specifications/requirements, or provide the mandatory forms, will deem your proposal non-responsive.

### **1. Business Profile; Service Competence**

Offerors must identify the Principal member or officer of the firm who will be responsible for the administration of the contract. Include a current, signed W-9 Form.

Offerors are to provide information about the firm's specific experience with similar services that demonstrate competence to successfully complete the program of services. Indicate the relevance of previous services to the anticipated scope of work. Demonstrate the successful aspects of past services and the corresponding applications to the proposed scope of work. Describe your firm's specialized services, and advantages your team brings or offers to the summer learning program.

### **2. Capacity and Capability of the Offeror to Perform the Work**

Offeror's must provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Provide information that demonstrates your firm's ability to perform the services required for this program. Include an organizational chart indicating key team members, including any sub consultants, and their specific roles on the program and/or area(s) of expertise. Clearly identify the organization lead who will be directly responsible for the program. Include in the organizational chart the percentage of time each team member will spend or commit to providing services toward the project.

Provide brief resumes for the leader of the organization and key team members, describing why each team member was selected for this program, highlighting relevant program experience and knowledge. Indicate if a subcontractor is affiliated



with the prime contractor as an affiliated company, firm, or business. Also identify the firms or teams list of current service programs.

**3. Past Record of Performance**

Offeror's must demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final project costs. Program schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of programs and client satisfaction. Describe 3-5 past programs, specifying relevance to the current program. Include client references (names, addresses, email address and telephone numbers) for each program.

**4. Proximity to or Familiarity with Bernalillo County**

Offeror must identify your familiarity with Bernalillo County and your understanding of the program scope. Offeror's must demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on and off-site requirements for services and administration of the program. Indicate previous knowledge or experience regarding Bernalillo County, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to program needs.

**5. Evidence of Understanding of Scope of Work**

Describe in detail the anticipated scope of work for the program. Include information about the program site, program administration, scheduling, budget and program requirements. The proposal should demonstrate competent knowledge of program constraints as well as any applicable discussion of possible options for out-of-school time Services.

**6. Completed Campaign Contribution Disclosure Form, Appendix A**

Offerors shall submit with their proposals a completed Campaign Contribution Disclosure Form with their proposal.

**7. Format – Comply with requirements of Proposal Format.**

**8. Cost – The Offeror shall detail pricing for contract services within the scope of work including, but not limited to, fees, materials, etc.**

## C. BUSINESS SPECIFICATIONS

### 1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

### 2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX C. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX C, and to return a signed, unaltered form will result in Offeror's disqualification.**

### 3. 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 A). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

### 4. Cost

Offerors must complete the Cost Response Form in APPENDIX B.

### 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

Short Listing: A maximum total of 205 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection.

The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criteria are as follows:

1. **Design and technical competence** of the business, including a joint venture or association, regarding the type of services required..... **25 points**
2. **Capacity and capability** of the business to perform the work, including any specialized services, within the time limitations..... **15 points**
3. **Past record of performance** on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules..... **15 points**
4. **Proximity to or familiarity** with the area in which the project is located..... **10 points**
5. The **amount of work** that will be produced by a New Mexico business within the State..... **5 points**
6. The **volume of work previously done** by the entity requesting proposals that is not 75% complete with respect to basic professional design services..... **5 points**
7. **Evidence of understanding of scope of work**, Bernalillo County, and existing conditions .....**25 points**
- Cost** – Total Cost to the State of New Mexico Public Education Department (PED) ..... **55 points**

**POSSIBLE POINTS: 155**

8. **Finalist Interview, if applicable**.....**50 points**

**TOTAL POSSIBLE POINTS: 155 - 205**

## B. SHORT LIST EVALUATION FACTORS

A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each separate category.

1. Social/Emotional Learning Service Competence - Provide information about the firm's specific experience with similar services that demonstrate competence to successfully complete the project. Indicate the relevance of previous services to the anticipated scope of work. Demonstrate the successful aspects of past services and the corresponding applications to the proposed scope of work.
2. Capacity and Capability - Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and service administration requirements. Indicate the relationship of the work in this RFP to the firm's other current services. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key service team members and their specific rolls, experience and background. Demonstrate or indicate service team organization and working relationships. Other items could include references from clients, financial institutions and insurance carriers.
3. Past Record of Performance - Demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final service costs. Include information regarding owner budgets, service estimates, proposal and completed service cost including change order information. Service schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of services and client satisfaction. References from past clients can be included.
4. Proximity to or Familiarity with Bernalillo County - Demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on and off-site requirements for administration of services. Indicate previous knowledge or experience regarding the service location, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to project needs.
5. Evidence of Understanding of the Scope - Describe in detail the anticipated scope of work for the services. Include information about the service site, service administration, scheduling, budget and service requirements. The proposal should demonstrate competent knowledge of service constraints as well as any applicable discussion of possible options for implementation.
6. Cost - Cost must be highest weighted factor - This is the cost for the entire Service Program.

## C. EVALUATION PROCESS

1. Notice of Non-Responsiveness - For any proposal submitted which is deemed non-responsive, the Offeror will be notified in writing of such determination and the method for protesting the determination.
2. Short listing Meeting - The Selection Committee established by Section 13-1-121 NMSA 1978 will meet to review the proposals. The Selection Committee will review each Offeror's proposal. Points will be allocated as outlined in Section V.A. of this RFP, by each member of the committee. Each member's point totals will be translated to a numeric ranking. The committee member rankings will be totaled to determine the overall ranking of the firms.

The Selection Committee may award the selection based on the results of the short listing alone. If fewer than three proposals are received, the Selection Committee may recommend an award or reissue the RFP.

3. Notice of Finalists - Each responsive Offeror will be notified in writing whether their proposal has been short listed.
4. Final Rankings - The combined weighted rankings from shortlist and interview determine the final rankings.
5. Point Calculations - All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Selection Committee, with all members in attendance.

All overall committee rankings are public record and will be available for public inspection at the District after the successful Offeror's contract is signed by the District. Ties in ranking shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring, for a tie at first:

| <u>Scoring</u> | <u>Numerical Ranking</u>            |
|----------------|-------------------------------------|
| Firm A    Tie  | $(1\text{st} + 2\text{nd}/2) = 1.5$ |
| Firm B    Tie  | $(1\text{st} + 2\text{nd}/2) = 1.5$ |
| Firm C    3rd  | $= 3$                               |

A tie for first, at the end of the final rankings after the completion of short listing and interviews, shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the chairman of the District's Selection Committee.

6. Notice of Award - The Chair of the Selection Committee will notify all Offerors in writing of the final results of the solicitation by certified mail or by e-mail return receipt acknowledgement, after execution of the contract. For a period of thirty (30) days after the written date of award, proposals will be available for public inspection by appointment only,

at the District Offices. The District shall keep one each of all proposals submitted for the procurement file. Offerors may make arrangements with the District to pickup or mail the Offeror's cost the additional copies of the proposals as soon as possible.

**1. Organizational References**

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix D). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

**2. Financial Stability**

Pass/Fail only. No points assigned.

**3. Letter of Transmittal**

Pass/Fail only. No points assigned.

**4. Campaign Contribution Disclosure Form**

Pass/Fail only. No points assigned.

**5. Cost**

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

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times 55 = \text{Available Award Points}$$

**6. New Mexico Preferences**

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

**A. New Mexico Resident Business Preference**

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico 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.

**EVALUATION PROCESS – Other Items**

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

## APPENDIX A

### 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):**

Michelle Lujan Grisham, Governor  
Howie Morales, Lieutenant Governor  
Gregory Frostad Director PED Safe & Healthy Schools  
Anne Marlow-Geter Deputy Director PED Safe & Healthy Schools  
Deborah Chavez Academic Enrichment Coordinator PED Safe & Healthy Schools

**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 B**  
**COST RESPONSE FORM**

| <b>Description</b> | <b>Type</b> | <b>Quantity</b> | <b>Cost</b> |
|--------------------|-------------|-----------------|-------------|
|                    |             |                 |             |
|                    |             |                 |             |
|                    |             |                 |             |
|                    |             |                 |             |
|                    |             |                 |             |
|                    |             |                 |             |
|                    |             |                 |             |
|                    |             |                 |             |
|                    |             |                 |             |

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A,

## **APPENDIX C**

### **Letter of Transmittal Form**

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

**RFP # CREC-PED-2022-001**

**1. Identify the following information for the submitting organization:**

|                        |  |
|------------------------|--|
| <b>Offeror Name</b>    |  |
| <b>Mailing Address</b> |  |
| <b>Telephone</b>       |  |
| <b>FED ID#</b>         |  |
| <b>NM CRS#</b>         |  |

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

|                  | <b>A<br/>Contractually Obligate</b> | <b>B<br/>Negotiate*</b> | <b>C<br/>Clarify/Respond to Queries*</b> |
|------------------|-------------------------------------|-------------------------|--|
| <b>Name</b>      |                                     |                         |  |
| <b>Title</b>     |                                     |                         |  |
| <b>E-mail</b>    |                                     |                         |  |
| <b>Telephone</b> |                                     |                         |  |

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

**3. Use of subcontractors (Select one):**

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

\_\_\_\_\_  
 (Attach extra sheets, as needed)

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

\_\_\_\_\_  
 (Attach extra sheets, as needed)

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

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

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

## **APPENDIX D**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Carol Elliott Chief Procurement Officer CREC by Friday April 22, 2022 by 3:00 PM MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

**RFP# CREC-PED-2022-001**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the State of New Mexico, Central Region Educational Cooperative REC #5 via e-mail at:

Name: Carol Elliott Chief Procurement Officer  
Email: celliott@crecnm.org

Forms must be submitted no later than Friday April 22, 2022. References are **strongly encouraged** to provide comments in response to organizational ratings.

**For questions or concerns regarding this form**, please contact the **Procurement Manager (Chief Procurement Officer)** at [celliott@crecnm.org](mailto:celliott@crecnm.org) (505) 889-3412. When contacting the Procurement Manager (Chief Procurement Officer), include the Request for Proposal number provided at the top of this page.

|   |  |
|---|--|
| <b>Organization providing reference</b>                           |  |
| <b>Contact name and title/position</b>                            |  |
| <b>Contact telephone number(s)</b>                                |  |
| <b>Contact e-mail address</b>                                     |  |
| <b>Project description</b>  |  |
| <b>Project dates (start and end dates)</b>                        |  |
| <b>Environment for the service you are providing a reference.</b> |  |

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:



9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS: