



HARD COPY PROPOSAL SUBMISSION-ONLY

REQUEST FOR PROPOSALS (RFP)
Related Services for Special Education
RFP# CREC-RS-2023-0523



RFP Release Date: May 18, 2023

Proposal Due Date: July 10, 2023 3:00 PM MDT

Universal Commodity Codes: 94815, 94864, 94868, 94876, 94886

Procurement Department:
4216 Balloon Park Rd NE
Albuquerque, NM 87109

Contact:
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Central Region Educational Cooperative - CREC provides related service providers to member and non-member districts to serve eligible students.

B. BACKGROUND INFORMATION

Central Region Educational Cooperative is requesting competitive sealed proposals from education related firms interested in providing related services, including speech language, audiology, occupational therapy, physical therapy, behavioral health (board certified behavior analyst, social work, and psychological), nurse, vision/orientation & mobility specialist, and diagnostic services to eligible students throughout the school year. All contractor service assignments are issued directly by CREC in accord with vendor availability and student needs. Contractors will determine how many hours they are available to work per day/per week. CREC will then propose a service schedule to the contractor for his/her approval.

C. SCOPE OF PROCUREMENT

CREC provides related service providers to member and non-member districts to serve eligible students. Related service providers are expected to: (1) design and provide direct therapy services appropriate to meet the need of the individual students as determined by their Individualized Education Programs (IEP) according to the state and federal regulations and within the providers' professional ethics, (2) complete appropriate evaluations as requested by their assigned district's Director of Special Education (3) provide consultative/indirect services to teachers, administrators, parents, and other service providers, (4) complete accurately, succinctly, and timely necessary paperwork (e.g., IEP documentation, evaluation reports, progress reports, and Medicaid billing forms and daily logs), and (5) work collaboratively with other personnel. Related service providers may travel from school to school within their assigned district(s) and/or may be assigned to multiple districts to provide such services as deemed necessary.

(See Section IV for the detailed 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: **celliott@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 July 10, 2023.**

Refer to Section III.B.1 for instructions.

The outermost envelope of your proposal shall be clearly labeled with the following: Offerors' business name, RFP number, and opening date & time. Please note: if you put your sealed proposal inside of a FedEx, UPS, etc. envelope, all of this information must be clearly written on that outer envelope as well.

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	Thursday May 18, 2023
2. Pre-Proposal Conference	N/A
3. Intent to Respond	Wednesday May 31, 2023
4. Deadline to submit Written Questions	Friday June 30, 2023
5. Response to Written Questions	Friday July 7, 2023
6. Submission of Proposal	July 10, 2023 3:00 PM MT
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 **Thursday May 18, 2023**.

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 **Friday June 30, 2023 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:**

READ ALL DOCUMENTS. Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Qualifications.

The submission of a proposal constitutes a representation by the offeror that the offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in his proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set forth in this RFP.

Offerors should promptly notify the Chief Procurement Officer for any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP. Any response made by Central Region Educational Cooperative (CREC) will be provided in writing to all Offerors by addendum, no verbal responses shall be authoritative.

Offerors may contact **ONLY** the Chief Procurement Officer regarding the terminology stated in the procurement documents. Other CREC employees do not have the authority to respond on behalf of CREC. Offerors **MAY NOT** contact other departments or employees. Any contact with a department or employee may automatically result in a rejection of any proposal. Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the Chief Procurement Officer will have no legal bearing on this RFP or the resulting contract(s).

All documents submitted in response to, or resulting from this RFP shall become property of CREC.

Legal Review, CREC requires that all Offerors agree to be bound by the specific and general requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Chief Procurement Officer.

In the event Offeror's forms or parts of forms are included as an attachment, Offeror agrees that, in the event of inconsistencies or contradictions, the terms and conditions of this solicitation

document shall supersede and control over those contained in the Offeror's forms regardless of any statement to the contrary in an Offeror's form(s) or proposal. Notwithstanding the preceding sentence, CREC reserves the right to consider the Offeror's additional terms and conditions and negotiate as necessary and applicable to the category of goods, services, or combination of goods and services offered by the Offeror in response to this RFP. Unless CREC specifically agrees in an excess written amendment of this solicitation, terms and conditions on Offeror's forms shall be of no effect.

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 **Monday July 10, 2023. 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

MULTI-AWARD, CREC reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.

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.

AFTER AWARD, It is mutually understood and agreed that the successful offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of CREC.

This procurement in no manner obligates CREC to the eventual rental, lease, purchase, etc. of any equipment, software, services, goods, etc. offered until a valid written contract is awarded and approved by the appropriate authorities.

After the final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public except for the material, which is proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential, data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

CREC shall keep one each of all proposals submitted for the procurement file. Offerors may make arrangements with CREC to pick up additional copies of the proposals within 7 calendar days of the notice of award. After 7 days, the additional proposals will be shredded and will not be returned to the offerors.

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 15th day.** Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

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.

INSURANCE (If Applicable): The successful Offeror shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile insurance approved by CREC at the time of contract award. CREC shall be included as a loss payee and/or additional

insured. Public liability and Automobile Liability insurance shall include at least the following coverage:

General liability Insurance-per occurrence - \$1,000,000 – General aggregate - \$2,000,000 – Product/completed operations aggregate \$1,000,000.

Bodily injury, per occurrence - \$1,000,000

Medical and medically-related expenses - \$5,000

Vehicle bodily injury, each occurrence, excluding medical and medically related expenses - \$750,000.

Property damage, per occurrence - \$1,000,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work:

NOTE: Certificate holder shall be: **Central Region Educational Cooperative**

Certificate of Insurance forwarded to: Central Region Educational Cooperative

Attn: Chrys McMillin

4216 Balloon Park Rd NE

Albuquerque, NM 87109

1. NEW MEXICO EMPLOYEES HEALTH COVERAGE:

If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenewmexico.state.nm.us/>

D. For indefinite quantity, indefinite delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, local public bodies if from a state price agreement) of \$250,000.

2. PAY EQUITY REPORTING REQUIREMENTS:

1. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-State Contractors that have

no facilities and no employees working in New Mexico are exempt if the contract is directly with the Out-of-State Contractor and fulfilled directly by the Out-of-State Contractor, and not passed through a local vendor.

2. For contracts that extend beyond one (1) calendar year, or extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
3. Should Offeror not meet the size requirement for reporting at contract award but subsequently grow such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) days of meeting or exceeding the size requirement.
4. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractors not meet the size requirements for reporting at contract award but subsequently grow such that they meet or exceed the size requirement for reporting, offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.
3. **AUDIT:** CREC reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by CREC personnel or a third party under contract with CREC. CREC shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from CREC the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee CREC's access to books and records of such party.
4. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the CREC. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of CREC as a result of this procurement.
5. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by CREC.
6. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with CREC and shall not be considered for award of the contract during the period for which it is debarred or suspended.

7. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and CREC that interferes with fair competition or is a conflict of interest; and no relationship exists between such Offeror and another person or firm that constitutes a conflict of interest that is averse to CREC.
8. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, employees of CREC or any other confidential information provided to or developed by the contractor in performance of the contract resulting from this RFP. Vendor agrees to indemnify and hold harmless CREC from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

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

9. **RIGHT TO PUBLISH:** Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from CREC, written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or CREC 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.
10. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this RFP shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
11. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (CREC's designated address).
12. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by CREC. If delay in delivery is foreseen, Seller must notify CREC of late delivery, cause of late delivery and remedy for late delivery.
13. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
14. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when CREC, after a reasonable opportunity to inspect the goods/services, signifies to the seller that the goods/services are conforming and fails to make an effective rejection.
15. **BUYERS REVOCATION OF ACCEPTANCE:** CREC can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.
16. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** *The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time*

17. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this RFP nor transfer any interest nor assign any claims for money due or to become due under this RFP without the written consent of CREC.

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 CREC which may derive from this RFP. CREC entering into a contractual agreement with a vendor will make payments to only the prime contract.

18. **PAYMENT:** Any invoice received and payment made shall be subject to CREC's terms and conditions (NET 30) unless specifically waived by CREC in a separate written document and not this RFP or any response.

1. **CONTRACT TERMS AND CONDITIONS:** In addition to the Terms and Conditions listed verbatim in this RFP, the Terms and Conditions contained in the AIA Standard Agreement (Parts A & B) are equally applicable to this solicitation and are incorporated herein by reference. A PDF version of the AIA Standard Agreement (Parts A & B).

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

CREC discourages exceptions from the contract terms and conditions as set forth in this RFP and AIA Standard Agreement (Parts A & B). Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Evaluation Committee or the Chief Procurement Manager, 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/contract rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the AIA Standard Agreement (Parts A & B) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Evaluation Committee or Procurement Manager may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the AIA Standard Agreement (Parts A & B) are not acceptable to 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.

PROTESTS

1. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Specialist/CPO in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Purchasing Specialist/CPO of CREC via certified/tracked mail (UPS, FedEx, USPS, etc.). Faxed or e-mailed protests will not be accepted. Protests received after the deadline will not be accepted.

2. In the event of a timely protest under this section, the Purchasing Specialist/CPO and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Specialist/CPO makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

3. The Purchasing Specialist/CPO or their designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).

4. The Purchasing Specialist/CPO or their designee shall promptly issue a determination relating to the protest. The determination shall:

A. State the reasons for the action taken; and

B. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

5. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978).

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 subcontract.

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.

PUBLIC WORKS ACT: Any contract or project resulting from this RFP shall comply with the applicable provisions NMSA Article 4 Public Works, including but not limited to Section 13-4-10 through 13-4-17 NMSA 1978 "Public Works Minimum Wage Act" and 13-4-18 NMSA 1978 "Construction Contract Performance and Payment Bonds."

REQUEST(S) NOT DEFINED IN SCOPE OF WORK: Contractor shall be held responsible to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, contractor has the responsibility of calling such violations to the attention of the CREC Chief Procurement Officer.

MINIMUM AMOUNT: CREC does not guarantee a minimum amount of purchases in conjunction with award of this request for qualifications.

PRICING ESCALATION: Price escalation will be considered only at yearly observance of award (anniversary month) and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.

TAXES: CREC holds a Nontaxable Transaction Certificate and is exempt payment of taxes on tangible personal property. A NTTC will be issued upon request.

NON-APPROPRIATION: CREC's obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If CREC does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. CREC determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

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

CREC seeks a firm or firms to perform SPEECH AND LANGUAGE SERVICES, AUDIOLOGY SERVICES, OCCUPATIONAL THERAPY, PHYSICAL THERAPY, SCHOOL PSYCHOLOGIST, CLINICAL PSYCHOLOGIST, SCHOOL SOCIAL WORKER, BOARD CERTIFIED BEHAVIOR ANALYST, NURSE, VISION/ORIENTATION & MOBILITY SPECIALIST, AND DIAGNOSTIC SERVICES.

1. CREC wishes to establish contracts with responsive and responsible contractors for related services.
2. The successful Offeror must work directly with the Program and Related Service Coordinators of CREC.
3. This contract will require:
 - A. Providers must possess the following:
 1. Proof of independent contractor status:
 2. Personnel directly involved in providing services are appropriately endorsed/licensed by the Public Education Department under the School Personnel Act Section 22-10A-3 and by their New Mexico professional licensing board. If the contractor has submitted and can demonstrate that paperwork for licensing has been submitted to the proper issuing agency, they may begin providing services but must submit to CREC the issued license within three (3) months of applying for the license.
 3. Providers must submit copies of licensure with their proposal
 4. Offeror must complete, sign, and include the Statement of Confidentiality with their offer.

TERMS:

Central Region Educational Cooperative reserves the right to enter into a one (1) year contract with the awarded Offeror(s) with the option to renew for three (3) additional years. Contract not to exceed four (4) years.

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 scope of work.

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 220 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. **Experience** - Prior professional experiences in providing this service in predominately Hispanic and Native American communities as either an individual or as a firm. See Reference Requirement..... **40 points**
2. **Reliability** - Document that the Provider has provided these kinds of services in the past, can be reasonably expected to reliably provide them in the future, and has demonstrated competence, creditability, and responsiveness in meeting the needs of school districts in New Mexico.....**30 points**
3. **Availability** - Document that the Provider is available to perform duties as outlined by this RFP..... **10 points**
4. **Hourly Rate** - Rate shall be quoted delineating all associated costs for services to be delivered..... **10 points**
5. **References** – Provide 3 letters of reference. DO NOT include references from CREC staff..... **10 points**

6. **New Mexico Resident Business Preference:** 5 percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of NM. Taxation & Revenue Department.....**5 points**

7. **Veteran New Mexico Resident Business Preference;** Ten percent of the total possible points to a resident veteran business. To qualify an Offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue.....**10 points**

Cost – Total Cost**55 points**

TOTAL POSSIBLE POINTS: 170

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

TOTAL POSSIBLE POINTS: 155 - 220

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. Related Service Provision 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 roles, 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.

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.

COMPLIANCE

(REQUIRED LEGAL FORMS)

*All of the following forms must be **signed** and submitted with your proposal or it may be rejected.*

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

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)

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to CREC in response to the above referenced bids/request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of CREC (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any CREC employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any CREC employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor’s stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to CREC’s Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____

Date _____

Name of Person Signing (typed or printed):

Title:

Email:

Name of Company (typed or printed):

Address:

City/State/Zip:

Telephone: _____ Fax: _____ Email:

CENTRAL REGION EDUCATIONAL
COOPERATIVE TERMS AND
CONDITIONS
STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Central Region Educational Cooperative (CREC) and forever thereafter, to keep confidential all information and material provided by CREC or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with CREC, and not to release, use or disclose the same except with the prior written permission of CREC. This obligation shall survive the termination or cancellation of the Contract between Contractor and CREC or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to CREC, a client or customer of CREC, or to the owner of such information, inadequately compensable in damages and that, accordingly, CREC or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.



Signature

Title

Offeror Business Name

Date

NON-COLLUSION AFFIDAVIT

In acknowledgement of receipt of the Request for Proposals, the undersigned agrees that he/she has received a complete copy of this Request for Proposal. The Undersigned further agrees that he/she has read this Request for Proposal and agrees to all specifications, general requirements, and terms and conditions of said Request. This form must be signed and returned with the response to Request for Proposal. Non-compliance will cause said proposal response to be declared non-responsive.

The undersigned duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing proposal, (such persons, firms and corporation hereinafter referred to as the Offeror) being duly sworn, on his/her oath, state that to the best of his/her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing proposal, has directly or indirectly entered into any agreement or arrangement with any other employee thereof, or any person, firm or corporation under contract with CREC whereby the Offeror, in order to induce the acceptance of the foregoing proposal by CREC, has paid or is to pay to any other Offeror or to any of the aforementioned persons anything of value, whatever, and that the Offeror or has directly or indirectly entered into any arrangement or agreement with any other Offeror or Offerors which tends to or does lessen or destroy free competition in the letting of the award sought for by the foregoing proposal.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NUMBER: _____

ADDRESS: _____

CITY: _____

APPENDIX B

COST RESPONSE FORM

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,

SUMMARY OF PROPOSED RATES OFFEROR MUST SUBMIT THIS FORM

The Offeror listed below submits the following firm, fixed hourly rates to complete the requirements as outlined in this RFP for CREC.

RELATED SERVICE PROVIDER CATEGORY	MAXIMUM HOURLY RATE
1. Speech Language Pathology	_____
2. Audiologist	_____
3. Occupational Therapy (OT/L, OTR/L)	_____
4. Certified Occupational Therapy Assistant (COTA)	_____
5. Physical Therapist	_____
6. Physical Therapy Assistant	_____
7. School Social Worker	_____
8. School Psychologist	_____
9. Board Certified Behavior Analyst	_____
10. Educational Diagnostician	_____
11. Teacher of Students with Visual Impairment	_____
12. Orientation and Mobility Specialist	_____
13. Nurse	_____

INCLUDE NEW MEXICO GROSS RECEIPT TAX WITHIN THE MAXIMUM HOURLY RATE

Mileage Rate:
Travel Time Rate:
Other (Please specify):

FIRM:
REPRESENTED BY:
TITLE:
PHONE NUMBER:
FAX NUMBER:
ADDRESS
CITY, STATE/ZIP CODE

SIGNATURE: _____ DATE _____

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-RS-2023-0523

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

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

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

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

3. Use of subcontractors (Select one):

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

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

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

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

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

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 June 30, 2023** 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-2023-001
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FORM:

(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 June 30, 2023**. 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 (505) 889-3412. When contacting the Procurement Manager (Chief Procurement Officer), include the Request for Proposal number provided at the top of this page.

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

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: