



**High Plains Regional Education Cooperative**

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**Request for Proposal**

**# 991-20-001**

**ALTERNATIVE CLOUD-BASED SOLUTIONS**

**ISSUE DATE:**

**09/03/2019**

**DUE DATE:**

**09/25/2019**

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

High Plains Regional Education Cooperative #3 (HPREC), an agency of the State of New Mexico (NMSA 1978, 22-2B-3 Regional Education Cooperative Authorized) hereinafter termed “HPREC”, is soliciting Request for Proposals from qualified persons, firms and/or corporations, hereinafter termed “Contractors”, for local and national contractors to provide Alternative Cloud-Based Solutions to existing Microsoft and Google products already in place. The cloud solutions should be innovative, support integration, and include a comprehensive suite of business and productivity applications that could be used in school administration, operations, student learning, and have portability into desktop, mobile, and smartphone devices (preferably Android and Apple iOS). The solution should allow for complete administrative control at an affordable price with Single sign on or SSO capabilities. The Cloud Solution should be run on a platform that enables administrators to have supervision over data in real-time, yet maintain the high data security and privacy standards such as those imposed by Europe's General Data Protection (GDPR).

Below are minimum requirements of Contractors submitting proposals, the scope of services contractor must provide, the requested information which Contractors submitting proposals must provide, the evaluation criteria to be used by HPREC in evaluating proposals, and other terms and conditions to be embodied in an agreement with the Contractor(s) whose proposal may be selected.

B. VISION

At High Plains Regional Education Cooperative #3, we envision a collaborative culture where people are valued and encouraged to grow professionally in a positive working environment, which fosters innovation in a progressive attempt to transform education and provide our clients with high quality, research-based educational opportunities to improve outcomes.

C. SCOPE OF WORK

See Appendix C for detailed Scope of Work.

D. SCOPE OF PROCUREMENT

The scope of procurement shall encompass the defined Scope of Work (Appendix C). The contract is scheduled to begin on approximately 10/11/2019, for a term of one (1) year, ending 10/10/2020.

**This contract shall be available for use by all public agencies, including but not limited to: schools, charter schools, institutions of higher education, any/all state department and/or agencies, any/all federal departments and/or agencies, Indian tribes, boards, commissions of any state, county, city or town, all municipal corporations, and any other political subdivision or any state, any non-profit agency of any state.**

The contract **may** be extended for up to three (3) additional years, or any portion thereof at the discretion of the HPREC, pursuant to satisfactory service provision, as determined by the HPREC. In no circumstance shall the contract exceed a total of four (4) years in duration.

This procurement **may** result in a multi source award.

E. PROCUREMENT MANAGER

HPREC has designated Gary E. Gabriele as the primary contact and for the conduct of this procurement whose name, address and telephone numbers are listed below.

Gary E. Gabriele  
High Plains Regional Education Cooperative #3  
101 North 2nd Street  
Raton, New Mexico 87740  
Telephone: (575) 445-7090 Fax Number: (575) 445-7663  
ggabriele@hprec.com

All deliveries via express carrier (including proposal delivery) should be addressed as follows:

Gary E. Gabriele  
High Plains Regional Education Cooperative #3  
101 North 2nd Street  
Raton, New Mexico 87740  
Telephone: (575) 445-7090 Fax Number: (575) 445-7663  
ggabriele@hprec.com

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact the Procurement Manager regarding the procurement. Other staff members do not have the authority to respond on behalf of HPREC.

F. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"Agency" means the High Plains Regional Education Cooperative #3.

"Cloud-based solutions" is a term that refers to applications, services or resources made available to users on demand via the Internet from a cloud computing provider's servers.

"Close of Business" means 4:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Contract" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract.

"Determination" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by the Agency management to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Procurement Manager for contract award. It contains all written determinations resulting from the procurement.

"Finalist" is defined as 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.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services to more than one Offeror.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"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.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal 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.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

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

### A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Agency <b>High Plains REC #3</b>	09/03/2019
2.	Acknowledgement of Receipt	Potential Offerors	09/13/2019
3.	Deadline to Submit Questions	Potential Offeror	09/17/2019
4.	Response to Written Questions/RFP Amendments	Agency	09/23/2019

5.	Submission of Proposal	Offeror	09/25/2019
6.	Proposal Evaluation	Evaluation Committee	10/02/2019
7.	Selection of Finalists	Evaluation Committee	10/04/2019
8.	Best and Final Offers from Finalists	Offeror	10/07/2019
9.	Finalize Contract	Agency, Offeror	10/10/2019
10.	Contract Award	High Plains REC #3	10/11/2019
11.	Protest Deadline	Offeror	10/28/2019

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP

This RFP is being issued by the High Plains Regional Education Cooperative #3.

2. Acknowledgement of Receipt

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on September 13, 2019.

The procurement Acknowledgement of Receipt will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on September 17, 2019. All written questions must be submitted via e-mail to the Procurement Manager (See Section I, Paragraph E).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on September 23, 2019 via High Plains Regional Education Cooperative's website to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than two (2) days after the answers and/or amendments were issued.

5. Submission of Proposal

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME ON September 25, 2019. Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E, which is as follows:

Gary E. Gabriele  
High Plains Regional Education Cooperative #3  
101 North 2nd Street  
Raton, New Mexico 87740  
Telephone: (575) 445-7090 Fax Number: (575) 445-7663

ggabriele@hprec.com

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Cloud-based solutions Request for Proposals. **Proposals submitted by facsimile or other electronic means will not be accepted.**

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place October 02, 2019. During this time, the Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the offerors.

7. Selection of Finalists

Only finalists will be invited to participate in the subsequent steps of the procurement. If desired, a schedule for the oral presentations will be determined at this time.

8. Best and Final Offers From Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by October 07, 2019. Best and final offers may be clarified and amended at the finalist offeror's oral presentation.

10. Finalize Contract

The contract will be finalized with the most advantageous offeror October 10, 2019. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

11. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management and the signed contract, the High Plains Regional Education Cooperative will award the contract on October 11, 2019. This date is subject to change at the discretion of High Plains Regional Education Cooperative.

The contract shall be awarded to the offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

12. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end as of close of business on October 28, 2019. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from High Plains Regional Education Cooperative. The protest must be delivered to the Procurement Manager:

Gary E. Gabriele, Procurement Manager

Protests received after the deadline will not be accepted.

III. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the procurement regulations, 13-1-1 thru 13-1-199 NMSA or 1.4.1 NMAC.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Process for this RFP.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Cloud-based Solutions Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with HPREC. Timely reports may be submitted to HPREC on the status of all construction projects being completed.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

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. HPREC personnel will not merge, collate, or assemble proposal materials.

6. Offerors' 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 signed by the offeror's duly authorized representative addressed to the Procurement Manager. Electronic email will be accepted.

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager 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 a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 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.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Procurement Manager shall examine the offeror's 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 confidential data.

9. No Obligation

This procurement in no manner obligates the Agency to the use of any proposed contract services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

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

12. Legal Review

HPREC requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

Only information supplied by HPREC in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between HPREC and a contractor will follow the format specified by HPREC (See Appendix D). However, HPREC reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of HPREC's terms and conditions, as contained in this Section or in Appendix D, that offeror must propose specific alternative language. HPREC may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to HPREC and will result in disqualification of the offeror's proposal.

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

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

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with HPREC.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between HPREC and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

18. Offeror Qualifications

The Procurement Manager may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Procurement Manager will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Procurement Manager reserves the right to waive minor irregularities. The Procurement Manager also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Procurement Manager.

20. Change in Contractor Representatives

HPREC reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of HPREC, meeting its needs adequately.

21. Notice

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

22. Agency Rights

HPREC reserves the right to accept all or a portion of an offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, offerors and contractors must secure from HPREC written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of HPREC.

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 HPREC.

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 Agency's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by the HPREC, the version maintained by the HPREC shall govern.

28. New Mexico Employees Health Coverage

1. For all contracts solicited and awarded on or after January 1, 2008:  
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 (See APPENDIX H):
  - a. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
  - b. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;
  - c. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the

expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. 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) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. 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://insurenwnewmexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Administrative Participation Fee

Invoices for **an administrative participation fee of 2%** will be paid to HPREC based on the total cost of each project for services provided through the HPREC contract. **Fees are reinvested into New Mexico K-12 education.** Failure to pay the administrative participation fees in a timely manner may result in the contract being in default and could result in the contract being suspended or terminated.

30. Suspension and Debarment Requirement

The offeror shall certify, by signing the agreement attached hereto as Appendix E, which to the best of its knowledge and belief that the offeror and/or its Principals are not or have not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal department or agency.

31. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (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**

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

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

**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.**

32. Conflict of Interest; Governmental Conduct Act (if applicable).

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed. See APPENDIX H.

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall deliver two (2) copies of their proposal to the location specified in Section I, Paragraph E, on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a three (3) ring binder with tabs delineating each section.

1. Proposal Organization

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

- a) Letter of Transmittal (Binder 1)
- b) Table of Contents (Binder 1)
- c) Proposal Summary (optional) (Binder 1)
- d) Response to Mandatory Specifications (Binder 1)
- e) Suspension and Debarment Form (Binder 1)
- f) Campaign Contribution Form (Binder 1)
- g) Conflict of Interest Affidavit (Binder 1)
- h) New Mexico Employees Health Coverage Form (Binder 1)
- i) Completed Unit Pricing Form (Binder 2)
- j) Response to Agency Terms and Conditions (Binder 2)
- k) Offeror's Additional Terms and Conditions (Binder 2)
- l) Other Supporting Material (Binder 2)

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in binder 2 with the cost response form.

Any proposal that does not adhere to these requirements may be deemed nonresponsive and rejected on that basis.

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

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

2. Minimum Requirements of Contractors Submitting Proposals

- A. Contractors submitting proposals must have been engaged in the business of providing Cloud-based solutions for a period of no less than five (5) years.
- B. Contractors submitting proposals must provide sufficient liability insurance to cover all cost, liability or claims arising out of and/or related to the rendering of services to HPREC. Minimum coverage must be from a A+ carrier and must include \$250,000 bodily injury per person, \$250,000 bodily injury per occurrence, and no loss to exceed \$250,000 per occurrence. Provide Worker's Compensation Insurance, Unemployment Insurance for all proposed Staff Persons employed by Contractor. **(Provide above certificates of insurance to HPREC with your proposal).**
- C. Contractors submitting proposals must agree to indemnify and hold harmless the State of New Mexico, the Council of Superintendents of HPREC and its employees, from liability, costs, damages or claims of any kind arising out of services rendered by the Contractor.
- D. Contractors submitting proposals must complete all requested information. Failure to do so may result in disqualification of the Contractor submitting the proposal. Any inaccurate, misleading or untrue responses made to the information requested may likewise result in disqualification of the firm submitting the proposal. Contractor agrees, in submitting their proposal, to verification of the information contained in the proposal by whatever manner deemed necessary by HPREC.

3. Letter of Transmittal

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

- A) Identify the submitting organization;
- B) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- C) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- D) Identify the names, titles and telephone numbers of persons to be contacted for clarification;

- E) **Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II;**
- F) **Agree to indemnify and hold harmless** the Council of Superintendents of HPREC and its employees, from liability, costs, damages or claims of any kind arising out of services rendered by the Contractor;
- G) Be signed by the person authorized to contractually obligate the organization;
- H) Acknowledge receipt of any and all amendments to this RFP.

## V. SPECIFICATIONS

### A. Information

#### 1. HPREC Resources

HPREC support does not relieve the Contractor of the responsibility for quality assurance testing and adherence to HPREC defined standards.

The Procurement Manager is the primary point of contact for all technical related items. This person will coordinate with HPREC personnel to provide support to the Contractor.

#### 2. Work Performance

HPREC intends to establish annual contracts with highly qualified contractors to provide Educational Digital Portfolio Software as a Service. All work shall be performed in accordance with the requirements established in the resulting contract and each agreed upon work request and purchase order issued by a government agency.

**B. Mandatory Specifications**

1. Experience (300 points)

- A. Offeror must submit a statement of relevant experience. The documentation must thoroughly describe how the offeror has supplied Cloud-based solutions.
- B. State the number of years that your firm has engaged in supplying Cloud-based solutions. Describe in detail the, experience, competence, expertise and reliability the firm possesses with respect to providing Cloud-based solutions.
- C. State any particular knowledge you or your firm possesses concerning the operation of regional education cooperatives and/or education service agencies, in particular, High Plains Regional Education Cooperative #3.
- D. Describe the qualifications of the firm's staff that would be providing services to interested individuals.

2. References (100 points)

Points for references will be awarded based upon an evaluation of the offeror's work for previous clients receiving similar services to those proposed by the offeror for this contract.

Proposals must include a minimum of three (3) external client references from clients who received similar services. See Appendix I.

3. Financial Stability of Offeror (100 points)

- a. State the names of all owners, names of partners, if your firm is a partnership, or the names of the members of the board of directors and president, if your firm is a corporation. Also, specify the federal tax and State of New Mexico CRS identification numbers used by your firm.
- b. State the number of years that the firm has been engaged in the business of providing Cloud-based solutions. List the organization and entities in New Mexico for whom you have provided those services and for whom you currently provide such services. If you have not provided services in New Mexico, please provide a list of organizations or entities for which you have provided those services in other states.
- c. State whether, in the last ten years, any judgments have been rendered against the firm.

- d. Submit sufficient financial information to assess the financial stability of the organization.

4. Pricing (400 points)

Offerors must complete the Pricing listed in Appendix B. Gross receipts taxes must be shown separately on the invoice.

5. Describe what differentiates your company from competitors. (100 points)

6. Campaign Contribution Form (0 points)

7. Certification Regarding Debarment, Suspension, Proposed Debarment Form (0 points)

8. New Mexico Preference (Awarded points if applicable)

9. Conflict of Interest Affidavit (0 points)

10. New Mexico Employees Health Coverage Form (0 points)

## VI. EVALUATION

### A. Evaluation Point Summary

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

FACTOR	POINTS AVAILABLE
1. Experience	300
2. References	100
3. Financial Stability	100
4. Pricing	400
6. Describe What Differentiates Company	100
7. Campaign Contribution Disclosure Form	0
8. Certification Regarding Debarment Form	0
TOTAL	1,000
NM Preference	
GRAND TOTAL	

### B. Evaluation Factors

Points will be awarded on the basis of the following evaluation factors:

#### 1. Experience (300 points)

The experience of the offeror will be evaluated based upon documented experience on similar projects and engagements, including:

- Documentation in the offeror's experience in providing alternative cloud-solutions.
- Documentation in the offeror's delivery of quality training and resources.
- Describe how the software is accessible to all levels of users.

#### 2. References (100 points)

Points for references will be awarded based upon an evaluation of the offeror's work for previous clients receiving similar services to those proposed by the offeror for this contract.

Proposals must include a minimum of three (3) external client references from clients who received similar services. See Appendix I.

3. Financial Stability (100 points)

4. Unit Pricing (400 points)

Lowest Offeror's Discount

This Offeror's Discount X 400 = Award Points

5. Describe what differentiates your company from competitors. (100 points)

6. Campaign Contribution Disclosure Form

Offeror must complete and sign the Campaign Contribution Form, Appendix E, whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not.

7. Suspension and Debarment Requirement

Pass or Fail

Offeror must complete and sign the Certification Regarding Debarment Suspension, Proposed Debarment and Other Responsibility Matters Form, Appendix F.

8. New Mexico Preference

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

**A. New Mexico Business Preference**

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Business is 5%.

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

If the Offeror has provided a copy of their Preference Certificate the Preference Point is 10%.

**C. Evaluation Process**

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements 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, Paragraph B.6.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph B.6.
4. Responsive proposals will be evaluated on the factors in Section VI that have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section II, Paragraph B.10. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A**

Acknowledgement of Receipt of Request for Proposal Form

In acknowledgement of receipt of the Cloud-based Solutions Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the Title page and ending with References, for a total of 61 pages.

The acknowledgement of the receipt should be signed and returned to the HPREC no later than November 05, 2018. Only potential offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to RFP #991-20-001, if issued.

FIRM: \_\_\_\_\_

REPRESENTED BY:TITLE: \_\_\_\_\_

PHONE:FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

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

SIGNATURE: DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to RFP #991-20-001.

Firm **does / does not (circle one)** intend to respond to Cloud-based solutions RFP #991-20-001. If firm **does not** intend to reply, please give a brief reason for not responding:

Return to:

Gary E. Gabriele  
High Plains Regional Education Cooperative #3  
101 North 2nd Street  
Raton, New Mexico 87740

**APPENDIX B  
PRICING**

**1. Summary:**

Must be completed by all Offerors to summarize price for Cloud-based Solutions.

DESCRIPTION	RATES
Cloud Platform as a service:	
Consulting, customization, installation, support and maintenance fee:	
Technical support fees:	
% Discount off list price:	
Gross Receipts taxes must be shown separately on the invoice.	

## **APPENDIX C SCOPE OF WORK**

- A. High Plains Regional Educational Cooperative is seeking a provider of Cloud-based Solutions in which High Plains Regional Educational Cooperative #3 will act as the Lead Agency in facilitating Cooperative Contracts for use by all public agencies, including but not limited to: schools, charter schools, institutions of higher education, any/all state department and/or agencies, any/all federal departments and/or agencies, Indian tribes, boards, commissions of any state, county, city or town, all municipal corporations, and any other political subdivision or any state, any non-profit agency of any state.

Contractor will be responsible for providing ALTERNATIVE Cloud Solutions to existing Microsoft and Google products already in place. The cloud solutions should be innovative, support integration, and include a comprehensive suite of business and productivity applications that could be used in school administration, operations, student learning, and have portability into desktop, mobile, and smartphone devices (preferably Android and Apple iOS). The solution should allow for complete administrative control at an affordable price with Single sign on or SSO capabilities. The Cloud Solution should be run on a platform that enables administrators to have supervision over data in real-time, yet maintain the high data security and privacy standards such as those imposed by Europe's General Data Protection (GDPR).

- B. It is the intent of HPREC to award the contract to the most qualified, responsible Offeror(s) as detailed in the Scope of Work, and with consideration of the potential costs for services. HPREC will negotiate with the Offeror(s) deemed most qualified to address the specific services to be provided, the time and order of services, staffing, areas of responsibility and proposed fee structure, including the amount and method of payment.
- C. HPREC may remove any contractor whose performance or conduct is not in accordance with the standards of HPREC, or who fails to comply with the State of New Mexico's and HPREC policies, rules, or regulations.

WORK BY THE AGENCY

The agency reserves the right to undertake or award contracts for the performance of the same or similar type work as contemplated herein, and to do so will not breach or otherwise violate this Contract.

**APPENDIX D**  
**SAMPLE CONTRACT**

HIGH PLAINS REGIONAL EDUCATION COOPERATIVE #3  
TO PROVIDE  
CLOUD-BASED SOLUTIONS

THIS AGREEMENT is made and entered into by and between the **High Plains Regional Education Cooperative #3**, herein after referred to as the "Agency", and **XXXXXX** herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

- A. "Chief Procurement Officer" means the individual appointed by the agency to administer the services agreement.
  
- B. "Procuring Agency" means High Plains Regional Education Cooperative #3 as well as local public bodies including cities, counties, public schools, charter schools and institutions of higher education that chooses to procure services under this Agreement.
  
- C. "Cloud-based solutions" is a term that refers to applications, services or resources made available to users on demand via the Internet from a cloud computing provider's servers.

2. **Scope of Work**

The responsibilities of the contractor includes the following:

The Contractor shall perform the work outlined in the Scope of Work as follows:

- A. Provide alternative cloud-based solutions for use by all public agencies, including but not limited to: schools, charter schools, institutions of higher education, any/all state department and/or agencies, any/all federal departments and/or agencies, Indian tribes, boards, commissions of any state, county, city or town, all municipal corporations, and any other political subdivision or any state, any non-profit agency of any state.
- B. Contractor will be responsible for providing and maintaining cloud-based solutions, provisioning all user accounts, providing training and support resources to all users at throughout New Mexico.
- C. All work under this contract shall be performed by a firm experienced in delivery of

Educational Digital Portfolio Software as a Service, as well as other services.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY. This Agreement shall begin on date approved by the agency and end on XXXX XX, XXXX The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978 §13-1-150.

6. **Default and Force Majeure**

The Agency reserves the right to cancel all or any part of any orders placed under this contract without cost to the Agency, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Agency due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the Agency or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-Contractors due to any of the above, unless the Agency shall determine that the supplies or services to be furnished by the sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Agency provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. **Notice; Agency Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) Agency what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; or (ii) if,

during the term of this Agreement, the Contractor is suspended or debarred by the Agency.

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

8. **Amendment**

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

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Agency.

13. **Inspection of Plant**

The Agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty (if applicable)**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded to the Agency by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the agency, the Agency Auditor and other appropriate Agency and federal authorities. The agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the agency to recover excessive or illegal payments.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the agency, its officers and employees, and the Agency of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Agency of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the procuring agency.

20. **Conflict of Interest**

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

comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

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

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

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

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor SFARns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Paragraph.

21. **Approval of Contractor Representative(s)**

The Agency reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the agency, adequately serving the needs of the Agency.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the Agency and its employees harmless and shall indemnify the Agency and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the agency, its officers or employees.

26. **New Mexico Employees Health Coverage**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those

employees if the expected annual value in the aggregate of any and all contracts between Contractor and the Agency exceed \$250,000 dollars.

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

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

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the agency, or any procuring agency, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the agency's, or the procuring agency's claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Arbitration**

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

30. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the Agency or entity; and (5) the Contractor's response to the request for proposals.

31. **Workers' Compensation**

The Contractor agrees to comply with Agency's laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers'

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

32. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Agency or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Agency or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
- C. The Agency or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Agency or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the Agency or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services do not conform with the requirements of this Agreement, the Agency or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Agency Purchasing Agent or other party to this Agreement may:
  - (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
  - (2) reduce the contract price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Agency or other party to this Agreement may:
  - (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Agency or other party to this Agreement that is directly related to the performance of such service; or
  - (2) terminate the contract for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE AGENCY'S OR OTHER PARTY'S TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

34. **Insurance**

If the services contemplated under this Agreement will be performed on or in Agency facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Agency or other parties to this Agreement as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the Agency or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

35. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

36. **Invalid Term or Condition**

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

37. **Enforcement of Agreement**

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

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the Agency and its agencies against any claim that any service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the agency based upon Contractor's trade secret infringement relating to any services provided under this Agreement, the Contractor agrees to reimburse the Agency for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the agency shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the agency the right to continue using the service and fully indemnify the agency against all claims that may arise out of the agency's use of the service;
- ii. replace or modify the service so that it becomes non-infringing; or,
- iii. accept the return of the service and refund an amount equal to the value of the returned service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any service modified by the agency to the extent such modification is the cause of the claim.

39. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

40. **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 Agency 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 Agency or local) government entity with the commission of any of the offenses enumerated in paragraph B of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or Agency 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 Agency 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 be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- 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, Agency or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Agency 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 Agency Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the Agency 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 Agency Purchasing Agent or Central Purchasing Officer.

41. **Suspension, Delay or Interruption of Work**

The Agency Purchasing Agent or other party to this Agreement may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the Agency Purchasing Agent or other party to this Agreement may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

42. **Administrative Fees**

The Contractor agrees to provide a report on all sales and/or services and fees to the Agency.

The periodic report shall include the gross total sales for the project by the procuring agency or local public body name. **The reports shall be accompanied with a check payable to Agency for an amount equal to two percent (2.00%) of the total sales for the project.**

45. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph 45. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To Agency: High Plains Regional Education Cooperative #3  
Address: 101 North 2<sup>nd</sup> Street  
Telephone: 575-445-7090  
Fax: 575-445-7663  
Email: ggabriele@hprec.com

To Contractor:

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph 45. The carrier for mail delivery and notices shall be the agent of the sender.

46. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

47. **Headings**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

48. **Authority**

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

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

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

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

**APPENDIX E**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body to provide **Cloud-based solutions**, must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR 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 either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**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.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

---

**(Attach extra pages if necessary)**

---

Signature

---

Title (Position)

---

Date

—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

---

Title (Position)

---

Date

**APPENDIX F**  
**SUSPENSION AND DEBARMENT REQUIREMENT**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED  
DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

The entering of a contract between HPREC and the successful Offeror pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. HPREC’s contract with the successor Offeror shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 28 of Attachment D. All Offerors must provide as a part of their proposals a certification to HPREC in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

*Although HPREC may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Offeror in paragraph (a), below, is a material representation of fact upon which HPREC will rely when making a contract award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to HPREC, HPREC may terminate the contract resulting from this request for proposals for default.*

*The certification provided by the Offeror in paragraph (a), below, will be considered in connection with a determination of the Offeror's responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Offeror’s proposal for nonresponsibility and the withholding of an award under this RFP. If the Offeror’s certification indicates that that any of the items in paragraph (a), below, exists, the Offeror shall provide with its proposal a full written explanation of the specific basis for, and circumstances connected to, the item; the Offeror’s failure to provide such explanation will result in rejection of the Offeror’s proposal. If the Offeror’s certification indicates that that any of the items in paragraph (a), below, exists, HPREC, in its sole discretion, may grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if HPREC believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will HPREC award a contract to an Offeror if the requested exception is not granted for the Offeror.*

By signing and submitting a proposal in response to this RFP, the Offeror certifies, to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;

- (B) Have not , within a three-year period preceding the date of the Offeror's proposal, been convicted of or had a civil judgment rendered against them for: 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; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification;
- (D) Have not , within a three-year period preceding the date of Offeror's proposal, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and
- (E) Have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

(ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. § 76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

(iii) For the purposes of this certification, the terms used in the certification, such as *covered transaction*, *debarred*, *excluded*, *exclusion*, *ineligible*, *ineligibility*, *participant*, and *person* have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76.

(iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

OFFEROR: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPENDIX G**  
**CONFLICT OF INTEREST AFFIDAVIT**  
**(If Applicable)**

**AFFIDAVIT**

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )

I, \_\_\_\_\_ (name), being first duly sworn upon my oath, depose and state the following:

1. I am a former employee of the \_\_\_\_\_ (name of Department/Agency), having separated/retired from state employment as of \_\_\_\_\_ (date).
2. I am a current employee of the \_\_\_\_\_ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.
3. The Department/Agency and I have entered into a agreement in the amount of \$\_\_\_\_\_.
4. Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.
5. To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

\_\_\_\_\_  
name

Subscribed and sworn to before me by \_\_\_\_\_ (name of former employee) this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**APPENDIX H**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

## New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: 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:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

3. 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://insurenwemexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX I**

**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

**RFP # 991-20-001  
ORGANIZATIONAL REFERENCE QUESTIONNAIRE  
FOR:**

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

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the High Plains Regional Education Cooperative #3 (HPREC), via facsimile or e-mail at:

Name: High Plains Regional Education Cooperative #3  
Attn: Gary E. Gabriele  
Address: 101 North 2<sup>nd</sup> Street  
Raton, NM 87740  
  
Telephone: 575-445-7090  
Fax: 575-445-7663  
Email: ggabriele@hprec.com

no later than **11/16/2018** and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the High Plains Regional Education Cooperative #3 Procurement Manager listed above. When contacting HPREC, please be sure to include the Request for Proposal number listed at the top of this page.

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	
<b>Project description;</b>	
<b>Project dates (starting and ending);</b>	
<b>If applicable, technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);</b>	

QUESTIONS:

1. In what capacity have you worked with this contractor 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 contractor'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 services provided by the contractor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
5. How would you rate the dynamics/interaction between the contractor and your staff?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
6. Who were the contractor's principal representatives involved in your project and how would you rate them individually? Would you 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 you with the products developed by the contractor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS