



HIGH PLAINS REGIONAL EDUCATION COOPERATIVE #3

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Request for Proposal

991-21-008

STATEWIDE SOCIAL AND EMOTIONAL LEARNING ONLINE APPLICATION

RFP Release Date:

03/04/2021

Proposal Due Date:

03/24/2021

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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 a Statewide Social and Emotional Learning Online Application, with specific components for mental health, prevention, students, staff and parents, for use statewide in New Mexico’s school districts and charter schools. Information necessary to submit a proposal is contained herein.

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 April 09, 2021 for a term of three months, ending June 30, 2021.

The contract **may** be extended for up to three (3) additional one (1) year periods, or any portion thereof at the discretion of the HPREC, pursuant to funding availability or Intergovernmental Agreement through NMPED, satisfactory service provision, and as determined by the HPREC. In no circumstance shall the contract exceed a total of four (4) years in duration.

E. PROCUREMENT MANAGER

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

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

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

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

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **only** the Procurement Manager regarding this procurement. Other staff members or Evaluation Committee members do not have the authority to respond on behalf of HPREC.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.11.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

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.

“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.

“Statewide Social and Emotional Learning Online Application” is a fully web and mobile-based informational program (to be available on any web-enabled device) with state-wide, public access covering Social & Emotional Learning and Mental Health for New Mexico’s youth (K-12), as well as supportive content for parents and school staff/teachers.

"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 High Plains REC #3	03/04/2021
2.	Acknowledgement of Receipt	Potential Offerors	03/11/2021
3.	Deadline to Submit Questions	Potential Offeror	03/15/2021
4.	Response to Written Questions/RFP Amendments	Agency	03/17/2021
5.	Submission of Proposal	Offeror	03/24/2021
6.	Proposal Evaluation	Evaluation Committee	04/01/2021
7.	Selection of Finalists	Evaluation Committee	04/06/2021
8.	Best and Final Offers from Finalists	Offeror	04/07/2021
9.	Finalize Contract	Agency, Offeror	04/08/2021
10.	Contract Award	High Plains REC #3	04/09/2021
11.	Protest Deadline	Offeror	04/24/2021

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 on March 04, 2021.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, e-mail, return by facsimile, or send 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 March 11, 2021.

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

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until close of business on March 15, 2021. All written questions must be submitted via e-mail to the Procurement Manager (See Section I.E). Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on or before March 17, 2021 via High Plains Regional Education Cooperative's website to all potential Offerors whose organization name appears on 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 March 24, 2021. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED. The date and time of receipt will be recorded on each proposal. If an

Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, deliveries to the incorrect address nor any other reason for a delay will be accepted for failure to make the stated deadline. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I.E, which is as follows:

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

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the *Request for Proposals – Statewide Social and Emotional Learning Online Application, # 991-21-008*. **Proposals submitted by facsimile or other electronic means will not be accepted.**

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to 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 April 01, 2021, depending on the number of proposal received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, 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. The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors April 06, 2021, or as soon as possible thereafter. Finalists will be comprised of the Offerors receiving the highest cumulative scores in Section V, Evaluation.

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 April 07, 2021. Best and final offers may be clarified and amended at the finalist Offeror's oral presentation.

9. Finalize Contract

The contract will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, April 08, 2021, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the Agency reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. 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 April 09, 2021. This date is subject to change at the discretion of High Plains Regional Education Cooperative.

11. 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 April 24, 2021. 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:

Brandon Hightree, Procurement Manager
High Plains Regional Education Cooperative #3
101 North 2nd Street
Raton, New Mexico 87740

Protests received after the deadline will not be accepted.

C. 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

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing a Letter of Transmittal (See Section.III.3. A-H). Submission of a proposal constitutes acceptance of the Evaluation Process for the RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any 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

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. 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 addressed to the Procurement Manager and signed by the Offeror's duly authorized representative. 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, 1.4.1.5 & 1.4.1.36 NMAC.

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 the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until 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 proprietary or confidential information.

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.

11. 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.

12. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

13. 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.

14. 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 any resultant contract.

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

Should an Offeror object to any of 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.

15. 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.

16. Contract Deviations

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

17. 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.

18. 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.

19. 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.

20. Notice of Penalties

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.

21. Agency Rights

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

22. 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 and/or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of HPREC. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

24. 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.

25. 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.

26. 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.

27. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

28. Suspension and Debarment Requirement

The Offeror shall certify, by signing the agreement attached hereto as Appendix F, 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.

29. Campaign Contribution Disclosure Form

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

30. 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

A copy of the certification must accompany Offeror's proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany Offeror's proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall deliver three (3) copies of their proposal to the location specified in Section I.E., on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ 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) Completed Unit Pricing Form (Binder 2)
- h) Response to Agency Terms and Conditions (Binder 2)
- i) Offeror's Additional Terms and Conditions (Binder 2)
- j) 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 a Statewide Social and Emotional Learning Online Application for a period of no less than three (3) 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 an 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.

IV. 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 a contract with highly qualified contractors to provide a Statewide Social and Emotional Learning Online Application. 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)

Offeror must submit a statement of relevant experience. See Section 5.B. (Evaluation Factors) for further description and requirements.

2. References (75 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 G.

3. Pricing (300 points)

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

4. Program Components and Content (200 Points)

Offerors must address their program's ability to address all components and content found within the Scope of Work. See Section 5.B. (Evaluation Factors) for further

description and requirements.

5. Describe what differentiates your company and SEL online program from competitors. (125 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)

New Mexico Business Preference

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

New Mexico Resident Veterans Business Preference

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

V. 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	75
3. Pricing	300
4. Program Components and Content	200
5. Describe What Differentiates Company	125
6. Campaign Contribution Disclosure Form	0
7. 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)
 - a. The experience of the Offeror will be evaluated based upon documented experience on similar projects including, but not limited to:
 - The overall reputation of the Offeror and their business operations.
 - The quality of the Offeror's Statewide Social and Emotional Learning Online Application and other relevant services
 - The past relationship of the Offeror with customers with particular emphasis on partnering, teamwork, communication, and cooperation
 - The Offeror's performance in meeting agreed upon goals
 - The Offeror's experience in managing and delivering a Statewide Social and Emotional Learning Online Application on demand
 - b. Offeror must submit a statement of relevant experience. The documentation must thoroughly describe how the Offeror has supplied a Statewide Social and Emotional Learning Online Application.
 - c. Offeror shall submit evaluation data to support program, outcome, and curriculum

effectiveness from previous work.

- d. State the number of years your firm has engaged in supplying a Statewide Social and Emotional Learning Online Application. Describe in detail the, experience, competence, expertise and reliability the firm possesses with respect to providing a Statewide Social and Emotional Learning Online Application.
 - e. 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.
 - f. State whether any entity or other organization for whom you have provided a Statewide Social and Emotional Learning Online Application has terminated the service, and, if so, describe those activities.
 - g. State whether you or your firm is involved in significant business activities other than the provision of Statewide Social and Emotional Learning Online Application, and, if so, describe those activities.
2. References (75 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 G. Lack of a response will be awarded zero (0) points.

3. Pricing (300 points)

Lowest Offeror's Price
This Offeror's Price x 300 = Award Points

4. Program Components and Content (200 points)

Offerors must address their program's ability to address all components and content found within the Scope of Work.

Provide a description of the Program, including what the program is intended to deliver and how this matches the Scope of Work herein.

Provide geographical reach describing who will be served, and how this intended audience will be included at an adequate level.

5. Describe what differentiates your company and SEL online program from competitors. (125 points)

Offerors are to present areas that may separate their company/program from others, such as ownership of content by the state of New Mexico, ability to offer hosting, service and content updates for subsequent years, platform trainings, online guides/tutorials, etc.

6. Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned. 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

Pass/Fail only. No points assigned. 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% of the total points available in this RFP.

B. New Mexico Resident Veterans Business Preference

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

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.B.6.

3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II.C.17.
4. Responsive proposals will be evaluated on the factors in Sections IV and V 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 Sections IV and V, will be recommended for contract award as specified in Section II.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 Form
Request for Proposal # 991-21-008
Statewide Social and Emotional Learning Online Application**

In acknowledgement of receipt of the Statewide Social and Emotional Learning Online Application Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the Title page and ending with Appendix G.

The acknowledgement of the receipt should be signed and returned to the HPREC no later than March 11, 2021. Only potential Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to RFP # 991-21-008, 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 #991-21-008.

Firm **does / does not (circle one)** intend to respond to Statewide Social and Emotional Learning Online Application RFP #991-21-008. If firm **does not** intend to reply, please give a brief reason for not responding:

Return to:

Brandon Hightree
High Plains Regional Education Cooperative #3
101 North 2nd Street
Raton, New Mexico 87740
Email: bhightree@hprec.com
Fax No: (575) 445-7663

APPENDIX C SCOPE OF WORK

- A. High Plains Regional Educational Cooperative is seeking a provider of a Statewide Social and Emotional Learning Online for use by, but not limited to: NMPED, school districts, public schools, and charter schools.

The Contractor shall perform the following with regards to a Statewide Social and Emotional Learning Online Application:

Provide a fully web and mobile-based informational program (to be available on any web-enabled device) with state-wide, public access covering Social & Emotional Learning and Mental Health for New Mexico's youth (K-12), as well as supportive content for parents and school staff/teachers.

I. Program Components:

- a) Contain professionally-developed and research-based content that is scaffolded by grade, delivering age appropriate content to New Mexico's youth
- b) Contain scaffolded content for parents (ex: a parent of a 6th grader is provided different support than a parent of an 11th grader)
- c) Contain content that is relevant- covering today's issues and concerns for kids and families (including timely issues such as Covid-19 and Racial Equity)
- d) Supported by a stable, secure and robust technical platform that allow for unlimited concurrency of New Mexico's residents using the program at the same time.
- e) Customizable to allow embedding of state and local resources into the program for easy user access
- f) Reporting and analytics dashboard that allows administrators to monitor user engagement and highlight relevant and timely topics to different user groups
- g) Language translation
- h) Read-out-loud option/feature
- i) Inclusion of all user/technical support
- j) Name of program to be customizable (i.e. New Mexico Cares)
- k) Survey and chat features

II. Content Components:

- a) Fully customizable topic library (New Mexico can approve, edit, and/or remove any content)
- b) Fully scaffolded lessons with topics to include, but not limited to:
 - Academic Pressures
 - Bullying/Cyber-bullying
 - Child Trafficking & Prevention
 - Conflict Resolution
 - Digital Citizenship
 - Help Seeking & Help Giving

- Mental Health
 - Respect
 - Sexual Misconduct
 - Social & Emotional Learning
 - Social and Ethical Responsibility
 - Stress Management
 - Substance Abuse
- c) Lessons/modules to include scaffolded content, videos and quizzes
- d) Lessons available in all languages and include read-out-loud option

III. Content above must be available statewide for New Mexico's:

- a) Students
- b) Parents
- c) School Staff/Administrators

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

The Agreement included in this Appendix (D) represents a sample agreement the Agency intends to use to make an award/awards. The Agency reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

HIGH PLAINS REGIONAL EDUCATION COOPERATIVE #3

THIS AGREEMENT is made and entered into by and between the **High Plains Regional Education Cooperative #3**, hereinafter referred to as the "Agency," and **XXXXXXXXXXXX**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following with regards to a Statewide Social and Emotional Learning Online Application:

Provide a fully web and mobile-based informational program (to be available on any web-enabled device) with state-wide, public access covering Social & Emotional Learning and Mental Health for New Mexico's youth (K-12), as well as supportive content for parents and school staff/teachers.

I. Program Components:

- a) Contain professionally-developed and research-based content that is scaffolded by grade, delivering age appropriate content to New Mexico's youth
- b) Contain scaffolded content for parents (ex: a parent of a 6th grader is provided different support than a parent of an 11th grader)
- c) Contain content that is relevant- covering today's issues and concerns for kids and families (including timely issues such as Covid-19 and Racial Equity)
- d) Supported by a stable, secure and robust technical platform that allow for unlimited concurrency of New Mexico's residents using the program at the same time.
- e) Customizable to allow embedding of state and local resources into the program for easy user access
- f) Reporting and analytics dashboard that allows administrators to monitor user engagement and highlight relevant and timely topics to different user groups
- g) Language translation
- h) Read-out-loud option/feature
- i) Inclusion of all user/technical support
- j) Name of program to be customizable (i.e. New Mexico Cares)
- k) Survey and chat features

II. Content Components:

- a) Fully customizable topic library (New Mexico can approve, edit, and/or remove any content)
- b) Fully scaffolded lessons with topics to include, but not limited to:
 - Academic Pressures
 - Bullying/Cyber-bullying
 - Child Trafficking & Prevention
 - Conflict Resolution
 - Digital Citizenship
 - Help Seeking & Help Giving
 - Mental Health
 - Respect
 - Sexual Misconduct

- Social & Emotional Learning
 - Social and Ethical Responsibility
 - Stress Management
 - Substance Abuse
- c) Lessons/modules to include scaffolded content, videos and quizzes
d) Lessons available in all languages and include read-out-loud option

III. Content above must be available statewide for New Mexico's:

- a) Students
b) Parents
c) School Staff/Administrators

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.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed.

The contractor will be paid the sum of \$XX.XX. **The contract in total should not exceed \$XX.XX inclusive of mileage, expenses and applicable gross receipts taxes (GRT is not applicable if agreement is between two public entities). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Contractor must submit a detailed statement accounting for all services performed and expenses. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY. This Agreement shall begin on date approved by the agency and end on _____, 20____, unless terminated pursuant to paragraph 5 (Termination). 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.

4. 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.

5. Termination.

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

B. Notice; Agency Opportunity to Cure

(1) Except as otherwise provided in Paragraph 6.A, 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.*

- D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

6. 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.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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.

10. Confidentiality.

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

11. Conflict of Interest; Governmental Conduct Act.

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

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

- 1) in accordance with Section 10-16-4.3 NMSA 1978, 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 Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;
- 4) this Agreement complies with Section 10-16-9(A) NMSA 1978 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 Section 10-16-9(A) NMSA 1978, 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 Section 10-16-13 NMSA 1978, 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 Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered

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

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

12. Amendment.

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

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

13. 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 Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

14. Notice; Penalties for Violation of Law.

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 illegal bribes, gratuities and kickbacks.

15. Equal Opportunity Compliance.

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

16. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with 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.

17. Workers Compensation.

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

18. 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, state, 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

19. New Mexico Employees Health Coverage.

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

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

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

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

20. 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, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during

the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency by certified mail. 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.

21. 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.

22. Arbitration.

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

23. Enforcement of Agreement.

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

24. Succession.

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

25. 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.

26. Notices.

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

To the Agency:

R Stephen Aguirre, Executive Director
High Plains Regional Education Cooperative #3
101 North 2nd Street
Raton, New Mexico 87740

To the Contractor:

27. Authority.

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

By: _____
Agency

Date: _____

By: _____
Contractor

Date: _____

APPENDIX E
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local

office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

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

Date

Title (Position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX 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
ORGANIZATIONAL REFERENCE QUESTIONNAIRE

RFP # 991-21-008
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: Brandon Hightree
Address: 101 North 2nd Street
Raton, NM 87740

Telephone: 575-445-7090
Fax: 575-445-7663
Email: bhightree@hprec.com

no later than **March 22, 2021** 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.

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

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