



REQUEST FOR PROPOSALS

Student Safety Solutions
RFP No: CREC-STOP-2021-001

August 7, 2020

PROPOSAL DUE:
August 26, 2020
2:00 PM MDT

Universal Commodity Codes:
92003, 92005, 92007, 92014, 92017, 92039, 92040, 92045

PROCUREMENT DEPARTMENT:
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Albuquerque, NM 87110

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals is to solicit sealed proposals to establish a contract through competitive procurement for the Central Region Educational Cooperative #5 (hereinafter referred to as "CREC" or "Agency").

It is the intent of this RFP to obtain proposals from qualified and experienced Contractors to implement software and contract services for Anonymous Reporting and Incident Management Software.

B. SUMMARY OF SCOPE OF WORK

Central Region Educational Cooperative is seeking to contract with a qualified and experienced vendor to implement a proactive anonymous system for reporting, monitoring and managing a supportive mental health and wellness program, and prevent threats of inappropriate behavior, school violence, and other incidents where students may harm themselves or others.

C. SCOPE OF PROCUREMENT

The scope of the procurement shall encompass the defined scope of services. There shall be no contract extensions or renewals.

D. PROCUREMENT MANGER

CREC has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number are listed below.

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Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. **Offerors may contact ONLY the Procurement Manager regarding this solicitation.** Other agency employees do not have the authority to respond on behalf of the agency.

E. DEFINITION OF TERMINOLOGY

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

"Agency" or "Purchasing Agency" means Central Region Educational Cooperative #5.

“Chief Procurement Officer” or “CPO” means the person holding the position as the head of the central procurement office for the Central Region Educational Cooperative #5 whose address follows:

CREC Procurement Department
5323 Menaul Blvd NE
Albuquerque, NM 87110

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

“Contract Administrator” means the individual designated by the Agency to administer the contract after it has been executed.

“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 and/or the Chief Procurement Officer to perform the evaluation of the Offeror proposals.

“Evaluation Committee Report” means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Agency management and the Chief Procurement Officer for contract award. It contains all written determinations resulting from the procurement and contains one or more recommendations regarding contract award.

“Key Personnel” means the staff provided by a Contractor or a Subcontractor. Key Personnel will include at a minimum the project manager, IT specialist, and the Offeror’s company executive with the responsibility for the overall performance of the Contract. Key Personnel may appear on-site.

“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.

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

“Procurement Manager” means the person or designee authorized by the Agency and/or the Chief Procurement Officer 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 request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

F. BACKGROUND INFORMATION

The Central Region Educational Cooperative (CREC) is one of ten regional educational cooperatives established in 1984 by the New Mexico Department of Education. We provide support services to seven rural school districts and four state-supported programs as well as the families served by them. We accomplish our purpose by offering a variety of resources and services, including early childhood programs, pre-employment transition services training, technology assistance, administration support, grant administration, and more.

G. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library. The documents listed in the Procurement Library are hereby incorporated into this RFP by reference. Offerors are encouraged to review the material contained in the Procurement Library by accessing the documents from the <https://www.crecnm.org/RFP> website.

Other than Offeror-reproduced copies, materials cannot be removed from the library.

The library contains information listed below:

- Procurement Regulations
- Campaign Disclosure Contribution Form

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Date</u>
1. Issue of RFP	8/7/2020
2. Submission of Proposal	8/26/2020
3. Proposal Evaluation	8/27/2020 – 9/2/2020
4. Selection of Winning Proposal	9/2/2020
5. Finalize Contract	9/3/2020 – 9/9/2020
6. Contract Award	9/9/2020
7. Protest Deadline	9/24/2020

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by CREC and the Procurement Department.

2. Submission of Proposal

ALL OFFEROR PROPOSALS SHALL BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MDT ON THE DATE INDICATED IN THE SEQUECE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals shall be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals shall be sealed and labeled on the outside of the package to clearly indicate that they are in response to the ECIC Conference Accommodations Request for Proposals. Proposals submitted by facsimile or email will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing offerors prior to contract award.

3. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place during the dates indicated in the Sequence of Events. During this time, the Procurement Manager may initiate

discussion with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals but may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

4. Selection of Winning Proposal

The Evaluation Committee will select and the Procurement Manager will notify the Offeror of the winning proposal on 9/2/2020.

5. Finalize Contract

The contract will be finalized with the most advantageous Offeror between dates indicated in the Sequence of Events. 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.

6. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management, if applicable, and the signed contract; the Chief Procurement Officer will award the contract on the date indicated in the Sequence of Events. This date is subject to change at the discretion of the Chief Procurement Officer.

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

The award may be subject to additional appropriate governmental approvals, if applicable.

7. Protest Deadline

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) calendar day protest period for responsive Offerors shall begin on the day following the contract award and will end at close of business (4:30 PM MDT) fifteen (15) days after the Contract Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Chief Procurement Officer. The protest shall be delivered to the Chief Procurement Officer

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C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State of New Mexico Procurement Code Sections 13-1-28 thru 13-1-199. This General Requirements section contains specific information about the process and conditions under which this RFP is issued.

1. Acceptance of Conditions Governing the Procurement

Offerors shall indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contain in Section V of 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. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.

4. Subcontractors

All work that may result from this procurement shall be performed by the prime contractor. Subcontracting of work is not acceptable.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals shall be complete replacements for a previously submitted proposal and shall be clearly identified as such in the transmittal letter. The Agency personal will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror shall submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager.

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 ninety (90) days after the due date for receipt or proposals.

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 New Mexico Uniform Trade Secrets Act [57-3A-1 thru 57-3A-7 NMSA 1978]. 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 Chief Procurement Officer 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 CREC to use proposed 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 CREC determines such action to be in the best interest of CREC.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns shall be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the Agency 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 the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions". However, the Agency 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 the Agency's terms and conditions, as contained in this Section or in Appendix B, that Offeror shall propose specific alternative language to the reference provisions. The Agency 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 the Agency and will result in disqualification of the Offeror's proposal.

The Agency will consider wording changes to Appendix B, Paragraph 2, Scope of Work, Duties and Responsibilities only. Offerors shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

Offerors shall submit with the proposal a complete set of any additional terms and conditions which they intend to have included in a contract with Agency. The Agency is under no obligation to accept any additional terms and conditions.

17. Contract Negotiations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in this RFP (See Section I, Paragraph E).

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee 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 Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to request a change in contractor representative if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Agency Rights

The Agency reserves the right to accept all or a portion of an Offeror's proposal. In addition, the Agency reserves the right to purchase professional services from authorized price agreements or in accordance with applicable provisions procurement regulations.

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, Offerors and contractors shall secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement of 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 CREC. However, non-selected Offerors may retrieve at their expense any technical or user documentation submitted with their proposals after the expiration of the protest period.

24. Electronic Mail Address Required

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

25. 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 ensure 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 Procurement Manager, the version maintained by the Procurement Manager shall govern.

26. Letter of Transmittal

Each proposal shall be accompanied by a letter of transmittal (Please refer to Appendix D). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter of Transmittal such as "subject to successful

negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejections of the proposal.

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form. Appendix E, as 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 elected officials. Failure to complete and return the signed unaltered form will result in disqualification.

28. New Mexico Preferences

THIS PROVISION IS NOT/CANNOT BE APPLICABLE TO ANY PROCUREMENT WHICH WILL INCLUDE FEDERAL FUNDS.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and three (3) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT AND ORGANIZATION

All proposal shall be typewritten on standard 8 1/2" x 11" paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. The proposal shall not exceed 25 pages.

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

1. Letter of Transmittal. See Section II, Paragraph C.25 for requirements.
2. Table of Contents
3. Proposals Summary (optional)
4. Response to Mandatory Specifications
 - a. Company Background
 - b. References
 - c. Project Plan
 - d. System Functionality
 - e. Technical Overview
 - f. Process Overview
 - g. Exclusivity and Branding
 - h. Social Emotional Learning
 - i. Cost Proposal
5. Response to Agency Terms and Conditions
6. Offeror's Additional Terms and Conditions
7. Current W-9
8. Campaign Contribution Disclosure Form
9. Other Supporting Material/Value-Added Services

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 shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses should occur only in the Cost Proposal section.

Any proposal that does not adhere to these requirements may be deemed non-responsive 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 reference from other portions of the Offeror's proposal.

Offerors may include other materials that they feel may improve the quality of their responses. However, these items should be included as items in a separate appendix. The Offeror may describe any other features, offers, programs, promotions, partnerships, venues, events, activities, or recommendations that may have been omitted from this RFP that may give CREC an opportunity to provide the most meaningful user experience for the students and members.

IV. SPECIFICATIONS

A. INFORMATION

SERVICE AREA

A current list of CREC members can be found at <https://www.crecnm.org/Members>

SCOPE OF SERVICES

CREC is seeking to contract with a qualified and experienced vendor to implement a proactive anonymous system for reporting, monitoring and managing a supportive mental health and wellness program, and prevent threats of inappropriate behavior, school violence, and other incidents where students may harm themselves or others. CREC is seeking a system that provides the following:

- Anonymous Report – Reporting via smartphone application, hotline, text, and website. All communication should be secure, encrypted, and two-way anonymous. Any proposed solution should be compliant with all standards set forth in the Federal Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and the Children’s Online Privacy Protection Act (COPA).
- Incident Management – The solution will provide real-time incident reporting, viewing, and data entry via smartphone application or website. The system shall provide built-in workflows to reduce paperwork between responding departments.
- 24/7 Incident Monitoring Services – In addition to real-time anonymous communication capabilities, the solution shall have an escalation feature allowing for the engagement of law enforcement and other first responders directly to the anonymous reporter. The system will also provide the ability for administrators to push long text, pictures, and videos to all user simultaneously via a mobile application.
- Social Emotional Learning Tools – Provide faculty and staff access to comprehensive social-emotional learning tools and programming to support mental health and emotional resiliency.

B. MANDATORY SPECIFICATIONS

Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Offerors should respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

1. Company Background

Offeror’s shall provide the company’s official registered name. Provide a brief history of your company, including the year it was established. Provide your company’s corporate organizational chart. Provide corporate office location. For each location, list the name of a key contact with title, address, phone, fax number, e-mail address, etc. along with

resume. Define your standard terms of payment. Submit a proposed software agreement for review and negotiation.

2. References

Offeror's shall include three external references from clients who are willing to validate the Offeror's past performance on similar contracts. The references shall be from other States or Educational Service Agency entities currently using your system as proposed. The minimum information that shall be provided for each client reference follows:

- a. Name of the contact person.
- b. Name of the company or governmental entity.
- c. Address of the contact person.
- d. Telephone number of contact person.
- e. Email address of the contact person.
- f. A description of the event and services provided.

3. System Functionality

The Offeror shall respond to each of the following prompts:

- a. Outline current features supported.
- b. Detail the user experience for students, school staff, other stakeholders, etc.
- c. Describe the sequence of events from the initiation of an incident, communication of the event, to whom the communications are sent, and emergencies are defined, determined, and escalated and to whom they are escalated.
- d. Detail how a life and death crisis is identified and triaged.
- e. Explain system reporting capability.
- f. Explain how the system ensures anonymity including any industry standards.

4. Technical Overview

The Offeror shall respond to each of the following prompts:

- a. If locally hosted, detail all hardware/software/OS/apps required. If cloud base, detail providers platform, points of presence, redundancy, back-up, firewall/security, etc.
- b. Describe end user hardware/software/OS/app requirements including supported web browsers.
- c. What languages are currently supported in the system? What additional language support is planned?
- d. Describe how the system complies with Web Content Accessibility Guidelines (WCAG) 2.1.

5. Process Overview

The Offeror shall respond to each of the following prompts:

- a. Provide the requirements necessary (human resource and financial capital) for CREC to manage and administer the system.
 - b. Describe stakeholder training and educational materials available.
 - c. Provide the requirements necessary to facilitate start-up and ensure long-term sustainability.
 - d. Describe the system registration process for users and obtaining parental consent.
 - e. Describe how a member would transition into or out of the system.
 - f. Provide guidance and suggested templates for member/student code of conduct.
6. Exclusivity and Branding
The Offeror shall respond to each of the following prompts:
- a. Provide a position on the customization, branding/co-branding of a front-end homepage, landing page, etc., that will present an exclusive user interface in connection with CREC.
 - b. Provide a comment regarding your willingness to include an exclusivity clause in the agreement such that access to and participation in the system is limited to CREC's branded platform in New Mexico.
 - c. Provide guidance regarding the need for and a suggested template for a Memorandum of Understanding (MOU) between CREC and participating members.
7. Social Emotional Learning
The Offeror shall detail tools available to support Social Emotional Learning.
8. Cost Proposal.
The Offeror shall detail pricing for each software package and contract service within the scope of work including, but not limited to, subscription fees, payment methods, billing cycles, cancellations, training materials, etc.
9. New Mexico Preferences
RESERVED.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each.

Factors	Points Available
1. Company Background	5
2. References	5
3. System Functionality	15
4. Technical Overview	15
5. Process Overview	15
6. Exclusivity and Branding	10
7. Social Emotional Learning	10
8. Cost Proposal	25
9. Current W-9	Pass/Fail
10. Signed Campaign Contribution Disclosure Form	Pass/Fail
TOTAL	100 Points

B. EVALUATION FACTORS

Points will be awarded based on the following evaluation factors:

1. Company Background

Points will be awarded based upon the thoroughness and clarity of the response. The evaluation committee will evaluate the information provided by each Offeror that documents overall qualifications, experience, and background.

2. References

Points 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.

3. System Functionality

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the response.

4. Technical Overview

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the response.

5. Process Overview

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the response.

6. Exclusivity and Branding

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the response.

7. Social Emotional Learning

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the response. The Evaluation Committee will take into consideration the variety and availability of the tools described.

8. Cost Proposal

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

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times 25 = \text{Award Points}$$

9. Current W-9

Pass/Fail only. No points assigned.

10. Signed Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

C. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with mandatory requirements stated within the RFP. Proposal 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.2.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factor is Section V, will be recommend for contract award as specified in Section II, Paragraph B.6. Please note, however, that a serious deficiency in the response to any one factor may be grounds for non-selection regardless of overall score.

APPENDIX A
Contract Terms and Conditions



**Professional Services Contract
For
ECIC Summer Institute Accommodations
RFP No. CREC-ECIC-1920-001**

This agreement is made by and entered into by and between the Central Region Education Cooperative Council (“Council”), acting through its Executive Director, (“Director”) in accordance with her authority as an agent of the council, and [insert contractor name] (“Contractor”). The Council and Contractor may be referred to jointly in this Contract as “Parties”. The Parties agree as follows:

1. **Scope of Work.** The Contractor shall perform services as follows:

Implement a proactive anonymous system for reporting, monitoring and managing a supportive mental health and wellness program, and prevent threats of inappropriate behavior, school violence, and other incidents where students may harm themselves or others.

[insert detailed statement of work]

No work is to be completed without prior approval by the CREC. Billing will be for approved work only and will not exceed the rates below. Invoicing will occur after work is performed.

2. **Cost.** Contractor shall be compensated only for services rendered for an amount not to exceed [insert total cost].

[insert further cost breakdowns]

3. **Payment.** Payment for services rendered and expenses in connection with such services will be rendered to the Contractor upon receipt by the Council of a detailed signed statement of account, including the [insert provided service] and the amount to be reimbursed for each.

4. **Terms.** The work to be completed under this Contract shall begin [insert date] and must be completed on [insert date] unless terminated in accordance to Paragraph 5 of this Contract.

5. **Termination.** This Contract may be terminated for any reason by either Party upon written notice delivered to the other Party at least [insert number of days] days prior to the intended date of termination. By such termination, neither Party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6. **Assignment.** Contractor shall not assign any portion of the services to be provided in this contract without prior written approval of the Director.

7. **Appropriations.** The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the appropriate State and Federal authorities for the performance of this contract. If sufficient appropriations are not made, this Contract shall terminate upon written notice by the Council to Contractor. The Council's notification related to sufficient appropriations shall be accepted by the Contractor and shall be final.
8. **Confidentiality.** The Contractor shall maintain the confidentiality of any "education record" as defined by and in accordance with the regulations under the Family Educational Rights and Privacy Act (FERPA). The Contractor shall comply with the provisions as set out in Addendum A, attached, which is hereby incorporated by reference as it were fully stated in this Contract. Further, the Contractor shall require its employees and representatives to comply with and sign the Access Agreement as applicable, as set out in Addendum B, attached.
9. **Product of Services.** The Contractor acknowledges the right of the U. S. Department of Education to have a royalty-free, non-exclusive, irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for federal government purposes. The Contractor acknowledges the right of the state Department of Education, school councils as defined by New Mexico statutes, and institutions enumerated in the New Mexico statutes, to have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for the respective purposes. The Contractor shall have the right to copyright materials developed in the course of carrying out duties pursuant to this Contract.
10. **Amendment.** This Contract shall not be altered, changed, or amended except by written agreement executed by the Parties.
11. **Compliance with Law and Regulation.** This contract is governed by the laws and regulations of the state of New Mexico. The Contractor shall abide by all federal and state laws, rules, regulations, executive orders, including but not limited to those requirements related to the laws and regulations that prohibit unlawful discrimination under federal and state law. Contractor shall provide workers compensation benefits to its employees.
12. **Records and Audits.** The Contractor shall maintain detailed time records that indicate date, time, and nature of services rendered for seven years. Such records are subject to inspection or audit by the Council, the Public Education Department, U.S. Department of Education, Department of Finance and Administration, and State Auditor. The Council shall pay to Contractor reasonable costs associated with such audit.
13. **Entire Agreement.** This Contract is the final and complete expression of the Parties. No promises, representations or oral statements by either party shall be effective except as stated in this Contract. Modifications may be made only in writing if signed by both Parties.
14. **Working Relationship.** Contractor acknowledges that the Contractor is an independent contractor and not employee for any purpose of the Council or the Director.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of execution by Central Region Educational Cooperative, below:

By: _____

[insert Contractor name] Signature

_____ Date

_____ Address

_____ Tax identification No.

_____ City, State, Zip Code

Approved:

Central Region Educational Cooperative

By: _____

Maria Jaramillo – Executive Director

Date

MEMBERS: Estancia Municipal Schools, Jemez Valley Public Schools, Laguna Department of Education, Magdalena Municipal Schools, Mountainair Public Schools, Quemado Independent Schools, Vaughn Municipal Schools, San Diego Riverside Charter, Sequoyah Adolescent Treatment Center, Children’s Psychiatric Center, New Mexico Corrections Department, Juvenile Justice Services/CYFD

APPENDIX B
MANDATORY REQUIREMENTS CHECKLIST

Yes/No	<p><u>Letter of Transmittal</u></p> <p>Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix C). CAUTION: The proposal shall be binding without restriction. Offeror’s shall not include language in the letter of transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.</p>
Yes/No	<p><u>Number of Copies.</u></p> <p>Offerors shall deliver one (1) original and three (3) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.</p>
Yes/No	<p><u>PROPOSAL FORMAT AND ORGANIZATION</u></p> <p>All proposal shall be typewritten on standard 8 1/2” x 11” paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. The proposal shall not exceed 25 pages.</p> <p>The proposal shall be organized and indexed in the following format and shall contain, at a minimum, all listed items in the sequence indicated.</p> <ol style="list-style-type: none"> 1. Letter of Transmittal. See Section II, Paragraph C.26 for requirements. 2. Table of Contents 3. Proposals Summary (optional) 4. Response to Mandatory Specifications 5. Company Background <ol style="list-style-type: none"> a. References b. Project Plan c. System Functionality d. Technical Overview e. Process Overview f. Exclusivity and Branding g. Social Emotional Learning h. Cost Proposal 6. Response to Agency Terms and Conditions 7. Offeror’s Additional Terms and Conditions 8. Current W-9 9. Campaign Contribution Disclosure Form 10. Other Supporting Material/Value-Added Services <p>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 shall be thoroughly</p>

	<p>completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses should occur only in the Cost Proposal section.</p> <p>Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.</p> <p>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 reference from other portions of the Offeror’s proposal.</p> <p>Offerors may include other materials that they feel may improve the quality of their responses. However, these items should be included as items in a separate appendix. The Offeror may describe any other features, offers, programs, promotions, partnerships, venues, events, activities, or recommendations that may have been omitted from this RFP that may give CREC an opportunity to provide the most meaningful user experience for the students and members.</p>
Yes/No	<p>SCOPE OF SERVICES</p> <p>CREC is seeking to contract with a qualified and experienced vendor to implement a proactive anonymous system for reporting, monitoring and managing a supportive mental health and wellness program, and prevent threats of inappropriate behavior, school violence, and other incidents where students may harm themselves or others. CREC is seeking a system that provides the following:</p> <ul style="list-style-type: none"> • Anonymous Report – Reporting via smartphone application, hotline, text, and website. All communication should be secure, encrypted, and two-way anonymous. Any proposed solution should be compliant with all standards set forth in the Federal Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and the Children’s Online Privacy Protection Act (COPA). • Incident Management – The solution will provide real-time incident reporting, viewing, and data entry via smartphone application or website. The system shall provide built-in workflows to reduce paperwork between responding departments. • 24/7 Incident Monitoring Services – In addition to real-time anonymous communication capabilities, the solution shall have an escalation feature allowing for the engagement of law enforcement and other first responders directly to the anonymous reporter. The system will also provide the ability for administrators to push long text, pictures, and videos to all user simultaneously via a mobile application. • Social Emotional Learning Tools – Provide faculty and staff access to comprehensive social-emotional learning tools and programming to support mental health and emotional resiliency.

	<p>MANDATORY SPECIFICATIONS</p> <p>Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Offerors should respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.</p>
Yes/No	<u>Company Background.</u>
Yes/No	<u>References.</u>
Yes/No	<u>System Functionality.</u>
Yes/No	<u>Technical Overview.</u>
Yes/No	<u>Process Overview.</u>
Yes/No	<u>Exclusivity and Branding.</u>
Yes/No	<u>Social Emotional Learning</u>
Yes/No	<u>Cost Proposal.</u>
Yes/No	<u>Current W-9</u>
Yes/No	<u>Signed Campaign Contribution Disclosure Form</u>

APPENDIX C

LETTER OF TRANSMITTAL FOR

The failure to properly complete all the items in this form will result in the disqualification of the proposal.

1. Identify (Name) and Mailing Address of the submitting organizations(s): **(Proposed Contractor)**

2. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization(s) to contractually obligate the organization(s). **(Proposed Contractor)**

Name: _____
Title: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____

3. Identify the person(s) to contacted for clarifications:

Name: _____
Title: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____

On behalf of the submitting organization named in item #1 above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1. I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP. I acknowledge receipt of any and all amendments to this RFP. I agree that this proposal is binding and firm for a period of (90) days after the due date for receipt of proposals.

Signature

Date

Must be signed by the person identified in item #2 above.

APPENDIX D

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 for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds two hundred 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 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 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 Proposal and ending with the award of the contract or the cancellation of the Request for Proposal.

"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.

Name(s) of Applicable Public Official(s): Michelle Lujan Grisham, Governor
Howie Morales, Lieutenant Governor

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contributions(s): _____

Purpose of Contributions:
(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