

Pecos Valley Regional Education Cooperative 8  
Beneficial Educational Service Teams

## **REQUEST FOR PROPOSALS**

**Pecos Valley Regional Education Cooperative #8**

NIGP Commodity Code: 91838

**RFP 2021-001**

***Leadership for College Readiness***

ISSUED September 7, 2021

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# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Pecos Valley Regional Education Cooperative (PVREC 8), on behalf of New Mexico Public Education Department (NMPED), College and Career Readiness Bureau is soliciting proposals from highly qualified individuals or organizations to develop, manage, implement, and support, at the direction of the PED College and Career Readiness Bureau, teacher training program focusing on student Leadership for College Readiness in New Mexico Public Schools. -

All information regarding this RFP can be found at [pvrec8.com](http://pvrec8.com) under the Requests for Proposals section.

## B. SUMMARY SCOPE OF WORK

The Scope of Work includes the following activities and deliverables:

An organization shall be contracted to address long-term economic development throughout the state through increased college and career readiness systems that have a long history of a successful track record in New Mexico of service low-income, Hispanic, and Native American Students and other generationally underserved populations statewide.

The organization will provide a *Leadership for College Readiness* Development program. Participants shall be configured in teams, based on the size of the district. Each team shall consist of at least one district superintendent/executive level individual and strategically selected principals. Large and Medium districts will have teams of five, and small districts shall have teams of three.

**The purpose** of this training is to set the foundation for assisting the participant districts in addressing intentional college and career readiness culture, instruction, systems, and leadership at their sites for all students.

- Virtual training will be completed in fall, 2021
- The training will include a gap analysis process to help districts identify current status of college and career readiness at their sites, where they want to be, and the action steps to get there.
- Participant sites will create an action plan that includes actions that can be completed by the end of December.
- The action plan created will connect with the site's 90 Day Plan
- The organization and district personnel will monitor progress and support around action steps.
- Measurement of success will be completion of the identified action steps.

This RFP will result in single contractual award(s) between the two parties (awarded Offeror and PVREC 8). This procurement may be used by other parties. The contract shall be implemented for a term of one (1) calendar years, and may be extended on an annual basis for up to three (3) years in one-year increments for a total of four (4) years, contingent upon sufficient funding and satisfactory work performance provided by the selected vendor. In no case will the contract, including all renewals thereof, exceed a total of four (4) years in duration, as set forth in NMSA 1978, § 13-1-150. A contract awarded as a result of this RFP is contingent upon appropriation by the New Mexico Legislature or other funding sources for the period of this RFP, satisfactory contract compliance, and the Contractor's ability to successfully provide services. Should contract non-compliance be determined, the contract may be terminated or amended. A potential offeror or the Offeror agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

## **A. PROCUREMENT AND CONTRACT CONTACT**

PVREC 8 will manage all aspects of procurement whose name, address, telephone number and email address are listed below:

Procurement Coordinator:

Name: PVREC 8  
Kelley Alsup  
Address: 2218 W. Grand Avenue; Artesia, NM, 88210  
Telephone: (575) 748-6100  
Fax: (575) 748-6160  
Email: [kalsup@pvrec8.com](mailto:kalsup@pvrec8.com)

**Any inquiries or requests** regarding this procurement should be submitted, in writing, to the PVREC 8, Procurement Coordinator listed above. Offerors may contact ONLY PVREC 8, Procurement Coordinator regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond. **Protests of the solicitation or award must be delivered by mail to the PVREC 8 Protest Manager.** 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. Emailed protests will not be considered as properly submitted nor will protests delivered to PVREC 8, Procurement Coordinator be considered properly submitted.

Protest Manager:

Name: Kelley Alsup  
Executive Director  
PVREC 8  
Address: 2218 W. Grand Avenue; Artesia, NM, 88210  
Telephone: (575) 748-6100  
Fax: (575) 748-6160  
Email: [kalsup@pvrec8.com](mailto:kalsup@pvrec8.com)

## **B. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

1. **“Agency”** means PVREC 8.
2. **“Close of Business”** means 4:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
3. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.
4. **“Contract Manager”** means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.
5. **“Contractor”** means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State.
6. **“Deliverable”** means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.
7. **“Department of Information Technology”** means the New Mexico Department of Information Technology which is responsible for operating the data center and all communications related items.
8. **“Desirable”** the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary

item or factor (as opposed to “mandatory”).

9. **“Determination”** means the written documentation of a decision of a procurement manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

10. **“DFA”** means the Department of Finance and Administration for the State of New Mexico.

11. **“DFA/CRB”** means the Contracts Review Board of the Department of Finance and Administration for the State of New Mexico.

12. **“Employer”** means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.

13. **“Evaluation Committee”** means a body appointed by the Agency management to perform the evaluation of offeror proposals.

14. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for submission for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

15. **“Finalist”** is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

16. **“Mandatory”** The terms “must,” “shall,” “will,” “is 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.

17. **“Milestone”** means a significant event in a project, usually the completion of a major deliverable.

18. **“New Mexico Employee”** means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.

19. **“Offer”** means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as Insure New Mexico!

20. **“Offeror(s)”** is any person, corporation, or partnership who chooses to submit a proposal.

21. **“Procurement Manager”** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive proposals.

22. **“Request for Proposals”** or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

23. **“Requirements”** are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

24. **“Responsive Offer or Responsive Proposal”** means an offer or proposal that 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.

25. **“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.

26. **“Solicited and Awarded”** means an ITB or RFP was made available to the general public, through any means, after January 1, 2012 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2012.

27. **“Solicitations”** means ITBs and RFPs.

28. **“State (the State)”** means the State of New Mexico.

29. **“State Purchasing Agent”** or “SPA” means the purchasing agent for the State of New Mexico or a designated representative.

### ***C. BACKGROUND INFORMATION***

The New Mexico Public Education Department, College and Career Readiness Bureau would like to implement professional development to strengthen teaching and learning of Leadership for College Readiness in New Mexico Public Schools.

### ***D. ELIGIBLE APPLICANTS***

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Eligible applicants include public or private organizations with documented and demonstrated ability to provide Services as described in Section I.B.1.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement. PVREC 8 reserves the right to alter or update the schedule. PVREC 8 will make every effort to adhere to the schedule.

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
Issue RFP	PVREC 8	September 7, 2021
Distribution List	Potential Offerors	September 14, 2021
Deadline to Submit Questions	Potential Offerors	September 15, 2021
Response to Written Questions	Contract Manager	September 20, 2021
<b>Submission of Proposal</b>	<b>Potential Offerors</b>	<b>October 4, 2021</b>
Proposal Evaluation	Evaluation Committee	October 5, 2021
Selection of Finalists	Evaluation Committee	October 5, 2021
Oral Presentations by Finalists (At PVREC 8's and NMPED's Discretion)	Offerors/Evaluation Committee	October 5, 2021
Finalize Contractual Agreements	Agency/Finalist Offerors	October 6, 2021
Contract Awards	Agency/ Finalist Offerors	October 6, 2021
Protest Deadline	PVREC 8	15 days after award

### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in **Section II –A SEQUENCE OF EVENTS** above.

#### Issuance of RFP

This RFP is being issued by PVREC 8 on September 7, 2021, The RFP may be viewed and downloaded at [pvrec8.com](http://pvrec8.com) ([Latest News](#)) section.

#### Distribution List

Potential Offerors should complete the *Distribution Form* to have their organization placed on the procurement distribution list. The form should be submitted by an authorized representative of the organization by 4:00 pm MDT on September 14, 2021. The procurement distribution list will be used for the distribution of written responses to questions. Failure to submit the *Distribution Form* shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

#### 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 September 15, 2021, at 4:00 p.m. Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be e-mailed to [kalsup@pvrec8.com](mailto:kalsup@pvrec8.com). Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

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### **Response to Written Questions**

Written responses to written questions will be distributed by September 20, 2021, at 4:00 p.m. Mountain Standard Time/Daylight Time as indicated in the sequence of events to all potential Offerors whose organization name appears on the Distribution List.

### **Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME /DAYLIGHT TIME ON **October 4, 2021**. Proposals received after this deadline will **not** be accepted. The date and time of receipt will be electronically time stamped on each proposal.

Proposals must be submitted to the Procurement Manager via electronic submission [kalsup@pvrec8.com](mailto:kalsup@pvrec8.com) or at the <http://www.pvrec8.com/> website under the [Latest News](#) section.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

### **Proposal Evaluation**

Proposals will be evaluated October 5, 2021, as indicated in the sequence of events, depending upon the number of proposals received. During this time, PVREC 8 may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

### **Selection of Finalists**

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors by October 5, 2021, or as soon as possible. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations/demonstrations will be determined at this time.

### **Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

### **Oral Presentation and/or Product Demonstrations by Finalists**

An oral presentation by an offeror to clarify a proposal **may** be required. Oral presentations will be presented virtually on October 5, 2021.

### **Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror by approximately October 6, 2021 or as soon thereafter as possible. This date is subject to change at the discretion of PVREC 8. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

### **Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, PVREC 8 Procurement office will award by October 6, 2021 or as soon as possible thereafter. This date is subject to change at the discretion of PVREC 8.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to PVREC 8 taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have RFP 2021-001



received the most points.

### **Disclosure of Proposal Contents**

Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- a. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal.
- b. Confidential data is restricted to:
  - i. Confidential financial information concerning the Offeror's organization;
  - ii. Data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act (UTSA), Sections 57-3A-1 to 57-3A-7 NMSA 1978.

Please Note: offerors **shall not designate** the price of products offered or the cost of services proposed 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, State Purchasing Division (SPD) or the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal may 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.

### **Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. 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. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 4:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Name: PVREC 8  
Kelley Alsup, Executive Director  
Address: 2218 W. Grand Avenue; Artesia, NM. 88210  
Telephone: (575) 748-6100  
Fax: (575) 748-6160  
Email: [kalsup@pvrec8.com](mailto:kalsup@pvrec8.com)

Protests received after the deadline will not be accepted.

## **III. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the State purchasing Agent's procurement code regulations, 1.4.1 NMAC

### **A. ACCEPTANCE OF CONDITIONS GOVERNING THE PROCUREMENT**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the electronic submission form. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

### **B. 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 RFP 2021-001

demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### ***E. PRIME CONTRACTOR RESPONSIBILITY***

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### ***F. SUBCONTRACTORS/CONSENT***

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

### ***G. 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. PVREC 8 personnel will not merge, collate, or assemble proposal materials.

### ***H. OFFEROR'S RIGHTS TO WITHDRAW PROPOSAL***

- 1) 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 electronically and signed by the Offeror's duly authorized representative.
- 2) The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### ***I. PROPOSAL OFFER FIRM***

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

### ***J. DISCLOSURE OF PROPOSAL CONTENTS***

Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential 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 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, NMSA 1978 § 57-3A-1 to 57-3A-7.

*PLEASE NOTE: The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.*

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If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, PVREC 8 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.

### ***K. NO OBLIGATION***

This RFP in no manner obligates PVREC 8 to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

### ***L. TERMINATION***

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of PVREC 8.

### ***M. SUFFICIENT APPROPRIATION***

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

### ***N. LEGAL REVIEW***

PVREC 8 requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

### ***O. 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.

### ***P. BASIS FOR PROPOSAL***

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

### ***Q. CONTRACT TERMS AND CONDITIONS***

1. The contract between PVREC 8 and a contractor will follow the format specified and contain the terms and conditions set forth in the Sample Contract Appendix E. However, PVREC 8 reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.
2. PVREC 8 discourages exceptions from the contract terms and conditions as set forth in the RFP Sample 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.

1. Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX E) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.
2. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.
3. 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.
4. The initial contract resulting from this RFP will be for a period of one years. The contract may be extended beyond the original contract period by one-year or multi-year renewal options for a maximum of three additional years, at the Agency's sole discretion and by mutual agreement. The contract term will not exceed a total of four (4) years.

## ***R. OFFEROR'S TERMS AND CONDITIONS***

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the PVREC 8.

## ***S. 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 PVREC 8 and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## ***T. OFFEROR QUALIFICATIONS***

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

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

## ***V. CHANGE IN CONTRACTOR REPRESENTATIVES***

PVREC 8 reserves the right to require a change in contractor representatives if the assigned representative(s) is (are)

not, in the opinion of PVREC 8, adequately meeting the needs of PVREC 8.

### ***W. NOTICE OF PENALTIES***

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

### ***X. AGENCY RIGHTS***

PVREC 8 in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

### ***Y. RIGHT TO PUBLISH***

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from PVREC 8 written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

### ***Z. OWNERSHIP OF PROPOSALS***

All documents submitted in response to the RFP shall become property of the PVREC 8.

### ***AACONFIDENTIALITY***

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 PVREC 8.

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

### ***ABELECTRONIC 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.

### ***ACUSE OF ELECTRONIC VERSIONS OF THIS RFP***

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

### ***ADNEW MEXICO EMPLOYEES HEALTH COVERAGE - Appendix A***

1. 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.

5. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
6. 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://www.bewellnm.com/>.
7. 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.

### ***AE.CAMPAIGN CONTRIBUTION DISCLOSURE FORM- Appendix B***

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, Appendix B, 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 disqualification.

### ***AF.CONFLICT OF INTEREST - Appendix C***

Offers must complete, sign and return the Conflict of Interest Form, Appendix C as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

### ***AG.DEBARMENT/SUSPENSION CERTIFICATION FORM - Appendix D***

Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
  - a. The tax liability is finally determined.
    - i. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge.
    - ii. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

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

## **IV. RESPONSE FORMAT AND ORGANIZATION**

Any proposal that does not adhere to the requirements of this Section may be deemed non-responsive and rejected on that basis.

### **A. NUMBER OF RESPONSES**

Offerors shall submit only one (1) proposal.

### **B. METHOD OF SUBMISSION**

All proposals must be submitted electronically via email to [kalsup@pvrec8.com](mailto:kalsup@pvrec8.com). The Offeror need only submit a single electronic copy of the proposal, outlined below.

### **C. SUBMISSION FORMAT**

All information for the technical proposal must be combined into a single pdf file/document for uploading. File naming convention <COMPANY NAME\_RFP2021-001>

### **D. TECHNICAL ISSUES**

For technical support issues contact Kelley Alsup: (575)748-6100

### **E. PROPOSAL FORMAT**

All proposals must be submitted as follows:

- Typeface must be easily readable such as Arial, Courier, or Times Roman and type size must be 12-point.

- The technical proposal may be no longer than 50 single-spaced pages. Supplemental information may be appended to the technical proposal.
- All pages shall be numbered.

## **AHRESPONSE ORGANIZATION**

The proposal must be organized in the following format and must contain, at a minimum, all listed items in the sequence indicated. Offerors should respond in the form of a thorough narrative to each specification in correlation unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

### **1. Technical Proposal**

- a. **Organization Background and Qualifications** (100 points) - In narrative form describe your organization's background and qualifications to include:
  - i. Overview and background of the organization.
  - ii. Organization vision and mission and how it aligns with this work.
  - iii. Organization's experience with similar or relevant contracts.
  - iv. Qualifications of key personnel to work on the project.
  - v. Organization's ability to begin on contract start date and capacity to complete project within specific dates.
  - vi. Organizational chart for the project and how the project fits into the organization's overall structure.
  
- b. **Implementation Plan** (400 points)- The offeror must describe how they will complete the following activities and meet the deliverables and timeliness.
  - i.
  - ii.
  - iii.

**The purpose** of this training is to set the foundation for assisting the participant districts in addressing intentional college and career readiness culture, instruction, systems, and leadership at their sites for all students.

- Virtual training will be completed in fall, 2021
- The training will include a gap analysis process to help districts identify current status of college and career readiness at their sites, where they want to be, and the action steps to get there.
- Participant sites will create an action plan that will connect with the site's 90 Day Plan.
- The organization and district personnel will monitor progress and support around action steps.
- Measurement of success will be completion of the identified action steps.

Deliverables: Provide reports monthly on services provided to the NMPED College and Career Readiness Bureau. Deliver final report demonstrating outcomes by June 30, 2022.

- c. **References** (50 points)  
Offerors must submit three (3) references and include organization name, contact person, phone, email address, starting and ending dates and services performed. Offerors must attach two (2) letters of professional references from recent former clients of similar work.



Individuals identified in letters of reference may be contacted by PVREC 8 for additional information. If individuals are not available for further contact, alternative references must be listed.

- d. **Cost Proposal** (100 points)  
Offerors should describe and justify the project budget and clearly tie the scope of work to the determination of the amounts shown in the project budget. Cost proposal should include all fees, including gross receipt tax. Salaries and benefits incorporated in the cost proposal should include the percentage of a full-time employee (FTE) allocated to the project. Reasonableness and allowability will be evaluated and lowest cost will not be a factor.
- e. **Letters of Intent** (50points)  
Offerors should present 3 letters of intent from New Mexico Public Schools that will participate in Leadership in College Readiness.

#### 1. SUPPLEMENTAL INFORMATION

- a. New Mexico Employees Health Coverage Form - Appendix A (Pass/Fail)
- b. Signed Campaign Contribution Form - Appendix B (Pass/Fail)
- c. Conflict of Interest Form - Appendix C (Pass/Fail)
- d. Debarment/Suspension Certification Form - Appendix D (Pass/Fail)
- e. Response to Contract Terms and Conditions (Pass/Fail)
- f. Offeror's Additional Terms and Conditions (Optional)
- g. Other supporting documentation to support the Technical Proposal.
- h. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended). Certification can be obtained by visiting: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

##### 1. New Mexico Resident Business Preference

If the Offeror has provided their valid Resident Business Preference Certificate the Resident Business Preference Points will be awarded equivalent to 5% (five percent) of the total possible points.

##### 2. New Mexico Resident Veterans Business Preference

If the Offeror has provided their valid Resident Veteran Business Preference Certificate and has a preceding annual gross income that does not exceed \$3,000,000 (three million dollars), Resident Veteran Business Preference Points will be awarded equivalent to 10% (ten percent) of the total possible points.

This procurement will result in a contractual agreement between two parties; the procurement may be used by other parties.

## AIEVALUATION

### A. Evaluation Point Summary and Factors

- 1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within

the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response.