



Pecos Valley Regional Education Cooperative #8
Beneficial Educational Service Teams



REQUEST FOR PROPOSALS

Pecos Valley Regional Education Cooperative #8

RFP 2022-1Jr

Youth development services dedicated to helping students, especially at-risk students, graduate from high school and make successful transitions to post-secondary education or meaningful employment

ISSUED November 29, 2022

2218 West Grand Ave ♦ Post Office Box 155 ♦ Artesia, New Mexico 88211-0155
(575) 748-6100 Fax (575) 748-6160



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 a non-profit agency to provide designated monies for the purpose of helping school districts provide youth development services dedicated to helping students, especially at-risk students, graduate from high school and make successful transitions to post-secondary education or meaningful employment.

All information regarding this RFP can be found at 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 school districts with monies with which they can provide youth development services dedicated to helping students, especially at-risk students, graduate from high school and make successful transitions to post-secondary education or meaningful employment.

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 year. 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.

C. 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

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

D. 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. **"Deliverable"** means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.
6. **"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.
7. **"Desirable"** the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").
8. **"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.
9. **"DFA"** means the Department of Finance and Administration for the State of New Mexico.
10. **"DFA/CRB"** means the Contracts Review Board of the Department of Finance and Administration for the State of New Mexico.
11. **"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.
12. **"Evaluation Committee"** means a body appointed by the Agency management to perform the evaluation of offeror proposals.
13. **"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.
14. **"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.
15. **"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.
16. **"Offeror(s)"** is any person, corporation, or partnership who chooses to submit a proposal.
17. **"Procurement Manager"** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive proposals.
18. **"Request for Proposals"** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

19. "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.

20. "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.

21. "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.

22. "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.

23. "Solicitations" means ITBs and RFPs.

24. "State (the State)" means the State of New Mexico.

25. "State Purchasing Agent" or "SPA" means the purchasing agent for the State of New Mexico or a designated representative.

E. BACKGROUND INFORMATION

The New Mexico Public Education Department, College and Career Readiness Bureau is in need of a non-profit to provide designated monies for the purpose of helping school districts provide youth development services dedicated to helping students, especially at-risk students, graduate from high school and make successful transitions to post-secondary education or meaningful employment.

F. ELIGIBLE APPLICANTS

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	November 29, 2022
Distribution List	Potential Offerors	December 1, 2022
Deadline to Submit Questions	Potential Offerors	December 5, 2022
Response to Written Questions	Contract Manager	December 6, 2022
<i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>December 12, 2022</i>
Proposal Evaluation	Evaluation Committee	December 13 2022

Selection of Finalists	Evaluation Committee	December 13, 2022
Finalize Contractual Agreements	Agency/Finalist Offerors	December 14, 2022
Contract Awards	Agency/ Finalist Offerors	December 14, 2022
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 November 29, 2022. The RFP may be viewed and downloaded at 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 December 1, 2022. 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 December 5, 2022 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. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

Response to Written Questions

Written responses to written questions will be distributed by December 6, 2022 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 **December 12, 2022**. 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 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 December 13, 2022, 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 December 13, 2022, 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.

Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror by approximately December 14, 2022, 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 December , 2022 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 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 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

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

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.*

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.

I. 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.

J. 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.

K. 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 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.

L. 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.

M. 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.

N. 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.

O. 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.

3. 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.

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

5. 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.

6. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. OWNERSHIP OF PROPOSALS

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

Y. CONFIDENTIALITY

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of 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.

Z. ELECTRONIC MAIL ADDRESS REQUIRED

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

AA. USE OF ELECTRONIC VERSIONS OF THIS RFP

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

BB. NEW 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.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://www.bewellnm.com/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

CC. 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.

DD. 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.

EE. 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 the 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. 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.

D. TECHNICAL ISSUES

For technical support issues contact Kelley Alsup: (575)748-6100 or (575) 626-8724

E. RESPONSE 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** (300 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.
- b. **Implementation Plan** (600 points)- The offeror must describe how they will complete the following activities and meet the deliverables and timeliness.
- c. **The purpose:** The non-profit organization will provide money to school districts with the intent of the school districts to provide youth development services dedicated to helping students, especially at-risk students, graduate from high school and make successful transitions to post-secondary education or meaningful employment.

*Deliverables: A final report will be provided by each district showing the high school graduation initiative and funding amounts used. This would also include the number of students impacted and outcomes.

- d. **Cost Proposal** (100 points)
Offerors should describe the flow of monies per school district which will tie to the scope of work.

F. EVALUATION

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.
3. The Evaluation Committee may use other sources of to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

<u>Evaluation Factors</u>	<u>Available Points</u>
Organization Background and Qualifications	300
Implementation Plan	600
Cost Proposal	100

APPENDIX E - SAMPLE CONTRACT

PROFESSIONAL SERVICES CONTRACT

Contract #

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **PVREC 8**, hereinafter referred to as the "Agency," and <<**CONTRACTOR**>> (**RFP 2022-1Jr**), hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the PVREC 8 Executive Director.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide professional services pursuant to the detailed scope of work and budget attached as Addendum A.

2. Compensation.

A. The Agency shall pay to the Contractor monthly payments for services satisfactorily performed and expenses incurred pursuant to "**ADDENDUM A**," such compensation not to exceed XXXXX dollars, including gross receipts tax. Expenses shall include, but not be limited to, report writing, professional development, phone consultations, follow-up recommendations, travel, lodging, meals, mileage, and all taxes and fees. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed XXXXX. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the New Mexico Public Education Department/College and Career Readiness Bureau pursuant to Intergovernmental Agreement #<<XXXXXXX>>. All invoices **MUST BE** received by the Agency **no later than June 30, 2023**. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor shall submit invoices accounting for all services performed and expenses incurred. If the Agency finds that the services or expenses are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services or expenses, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services or expenses have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the

date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY THE PVREC 8 EXECUTIVE DIRECTOR. This Agreement shall terminate on **June 30, 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations).

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

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

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of PVREC 8. The Contractor and its agents and employees shall not accrue leave, retirement, insurance or any other benefits afforded to employees of the Agency as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind PVREC 8 unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement **without the prior written approval of the Agency.** No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency. A copy of an approved subcontract shall be sent to the Agency within 15 days of final execution.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency. Contractor further agrees to comply with all provisions of the Family Educational and Privacy Act (FERPA), 20 U.S.C. Sec. 1232 (g) and to hold Agency harmless from claims, complaints or causes of action arising from an alleged violation of FERPA.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this

Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor. Contractor shall further not cite to materials, data, analyses or reports developed or acquired under this Agreement without written permission of the PVREC 8 Executive Director or the Executive Director's Designee.

12. Amendment.

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

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

13. Merger.

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

14. Penalties for violation of law.

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

15. Applicable Law.

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

16. Records and Financial Audit.

A. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

B. Contractor shall provide background checks for any employees or sub-contractors that may have contact with children.

17. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused

by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the Agency by certified mail.

18. Invalid Term or Condition.

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

19. Enforcement of Agreement.

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

20. Notices.

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

To the Agency:
Kelley Alsup
2218 W. Grand Avenue
Artesia, NM. 88210
kalsup@pvrec8.com

To the Contractor:
[insert name, address and email].

21. Authority.

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

22. Insurance.

Contractor shall maintain in force during the entire term of this Agreement comprehensive general liability insurance and shall produce a copy of policy if requested by PVREC 8.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the AGENCY EXECUTIVE DIRECTOR below.

By: _____ Date: _____
Kelley Alsup, PVREC 8 Executive Director

By: _____ Date: _____
Name, Print Title

Addendum A

This Addendum is attached to and forms part of the Contract between **PVREC 8** and **<Contractor Name>**. It is an integral part of the Contract and except as set forth herein, subject to its terms and conditions.

Scope of Work:

This project is to provide school districts with monies with which they can provide youth development services dedicated to helping students, especially at-risk students, graduate from high school and make successful transitions to post-secondary education or meaningful employment through the following means:

Funds may only be used as follows:

- Equipment for career and technical education and college readiness programs
- Purchased services for career and technical education and college readiness programs
- Supplies and materials for career and technical education and college readiness programs
- Travel for educators and students for career and technical education and college readiness program

Budget

FINANCIAL INFORMATION SHEET

\$XXXXXX

SUB-TOTAL BUDGET AMOUNT \$XXXXXX

Total \$XXXXXX

Services within districts as described in Scope of Work	\$XXXXXX
Administrative costs per Contractor/non-profit organization	\$XXXXXX
Total	\$XXXXXX

Funding Source: Junior Bill

Fund:	79000
Dept:	ZG9208 & ZG9415
Bud Ref:	92124
Class Code:	F9223

Submit Invoices to:

RFP 2022-1Jr

Melissa DeLaurentis, Ed.D., Advanced Placement, Computer Science, & CTE
College and Career Readiness Bureau
New Mexico Public Education Department
300 Don Gaspar Ave. | Santa Fe, NM 87501

Administrative

Provide reports monthly on services provided to the NMPED College and Career Readiness Bureau (see above). Deliver final report demonstrating outcomes by June 30, 2023.