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2002 SUDDERTH DRIVE, RUIDOSO, NM 88345
(575) 257-2368 - WWW.REC9NM.ORG

Bid # 24017

Bid Title: PSAT/NMSQT Support

COMMODITY CODES: 92416

BID SCHEDULE

Issued Date	September 12, 2023
Advertise Date	September 14, 2023
Deadline for Questions	September 18, 2023
Due Date and Time	September 22, 2023 at 3:00 PM MST/MDT
Bid Opening	September 22, 2023 at 3:30 PM MST/MDT Region 9 Education Cooperative Conference Room 2002 Sudderth Dr. Ruidoso, NM 88345

**Bids Must Be Received by The Due Date and Time.
Late Submission of Bids Will NOT Be Accepted.**

CONTACT INFORMATION

Name	Arissa Klumker
Phone Number	575-519-2001
E-Mail	arissa.klumker@regionix.org

Bidders may contact ONLY Arissa Klumker regarding the terminology stated in the procurement documents or any inquiries or requests regarding clarification of the Bid document.

BID SUBMITTAL LOCATION

- At this time, only an electronic submission is allowed. Do not submit hard copies until further notice. Bids must be submitted electronically through R9's electronic procurement system.
- BID SUBMISSION LINK: <https://www.formpl.us/form/6423089192239104>

TERM

The term of this agreement shall be for one (1) year from the date of award with the option to extend for a period of three (3) additional years, on a year-by year basis, by mutual agreement from all parties. The term shall not exceed four (4) years.

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I. INSTRUCTIONS FOR ALL BIDDERS

1. READ ALL DOCUMENTS

Bidders must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Invitation to Bid. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the BID.

2. OFFICIAL CONTACT

Bidders may contact ONLY Arissa Klumker regarding the terminology stated in the procurement documents. Other Region 9 Education Cooperative's employees do not have the authority to respond on behalf of REC 9. Bidders MAY NOT contact other departments or employees. Any contact with a department or employee may result in rejection of any bid.

Any other communication will be considered unofficial and non-binding. Communication directed to parties other than Arissa Klumker will have no legal bearing on this BID or the resulting contract(s). Any response made by the REC 9 will be provided in writing to all Bidders by addendum, no verbal responses shall be authoritative.

3. TIMELY SUBMISSION

Bids must be submitted by the due date and time. Any and all Bids not received by the submission date and time shall be rejected. No late bids will be accepted under any circumstances. It is recommended to send the bid in early.

Submission of Bid

At this time, only an electronic submission is allowed. Do not submit hard copies until further notice.

Bids must be submitted electronically through R9's electronic procurement system. BID SUBMISSION LINK: <https://www.formpl.us/form/6423089192239104>

ALL BIDS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM MST/MDT ON September 22, 2023.** NO LATE BIDS CAN BE ACCEPTED. The date and time of receipt will be recorded on each bid. bids will be time-stamped in the system when the Offeror clicks "Submit." Such electronic submissions will be considered sealed in accordance with statute.

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically. The bid submission system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the online bid submission system will be deemed late. Further, a submission that is not fully complete and received via the bid submission system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, NO LATE bid CAN BE ACCEPTED.

Bids submitted by facsimile, or other electronic means other than through the bid submission system, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted bids. Pursuant to §13-1-116, NMSA 1978, the contents of bids 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 bids.

4. BIDDER ACKNOWLEDGMENT

By responding to the bid, Bidders acknowledge and agrees to the terms and conditions set form in bid. The submission of a bid constitutes a representation by the Bidder that the Bidder has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in his bid. All costs incurred by a Bidder in connection with responding to this bid, the selection process undertaken in connection with this bid, and any negotiations with REC 9 will be borne solely by the Bidder.

5. ELECTRONIC BID DOCUMENTS

This bid is being made available by electronic means. In the event of conflict between a version of the bid in the Bidder's possession and the version maintained by REC 9, the Bidder acknowledges that the version maintained by REC 9 shall govern.

6. FORMS AND ATTACHMENTS

It is the responsibility of every Bidder to ensure they have downloaded the latest version of each bid, including any addendum(s) which may have been issued and posted on Region 9 Education Cooperative's Website. Bidders should revisit the website (https://www.rec9nm.org/Employment_Opportunities and then select "Requests for bids and Bids") prior to the due date before submitting their bid to Region 9 Education Cooperative. All appendix and addendums must be acknowledged in the submitted bid.

7. ADDENDUM(S)

No Addendum will be issued later than FIVE (5) days prior to the date for receipt of bids, except an Addendum withdrawing the bid or one which extends the date for receipt of bids.

8. CORRECTION OR WITHDRAWAL OF BIDS

Pursuant to NMSA 13-1-106, a bid containing a mistake discovered before bid opening may be modified or withdrawn by bidder prior to the time set for bid opening by delivering written notice to the location designated in the invitation for bids as the place where bids are to be received. After bid opening no modifications in bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact which makes the bid nonresponsive may be permitted to withdraw its bid. Any decision by CPO to permit or deny the withdrawal of bid on the basis of a mistake contained shall be accordance with applicable procurement statutes.

9. BRAND NAMES

Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired, and is not intended to limit or restrict competition. If a vendor proposes an "equal" to scope of work/specifications, REC 9 is the sole interpreter of the scope of work/specifications and sole judge as to whether the "equal" proposed complies with the scope of work/specifications.

10. BIDDER SUBMITS MULTIPLE BRAND OR PRICE

If Bidder offers more than one brand or price per item, REC 9 shall evaluate bids and award the goods that are in REC 9's best interest with regards to pricing and quality. Bidders offering other than specified goods must submit complete product data specification information for evaluation purposes.

11. BID PRICING

Responses, including bid prices, will be considered firm.

12. PRICING ESCALATION

Price escalation may be considered only at the anniversary date of the award. The Contractor must submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. REC 9 will review the information and render a Determination accepting or rejecting the new proposed pricing.

13. BID OPENING

The contents of the bid will be available to the public at bid opening.

14. BID CANCELLATION OR REJECTION

This bid may be canceled or may be rejected in whole or in part when it is in the best interest of REC 9. Any sole response that is received may be rejected by REC 9 depending on available competition and timely needs of REC 9.

15. NON RESPONSIVE

REC 9 reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Invitation to Bid.

16. AWARD CRITERIA

The bid will be awarded to the lowest responsible and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the Bid Documents. REC 9 reserves the right to the sole judge to determine "meets or exceeds".

17. PREFERENCES

Bids may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Bidders shall include in their bid a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Bid is Joint Venture, Bidder shall state in submitted bid the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. A bid cannot be awarded both a resident preference and a resident veteran business preference. Preferences are not applicable for federal fund purchases.

18. MULTI-AWARD

REC 9 reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153. REC 9 reserves the right to award by item, group of items, or total bids.

19. AFTER AWARD

REC 9 reserves the right to increase or decrease the quantity of any item called for, add additional related items as REC 9 deems necessary, or to eliminate any item entirely.

20. NO MINIMUM GUARANTEE

If this bid results in a non-exclusive discount pricing agreement, more than one award may be made. No commitment is made by REC 9 as to quantity and frequency of purchase. REC 9 reserves the right to purchase items referenced under this agreement using any other method and from any other Vendor as deemed necessary and in the best interest of REC 9.

21. PURCHASE AFTER AWARD

Any resulting purchases under the bid will be made by REC 9 purchase order. Quotes provided to REC 9 personnel will be quoted per the awarded REC 9 Price Agreement and will reference the REC 9 Price Agreement number so verification of pricing can be made.

22. CONFIDENTIAL INFORMATION

The Procurement Department will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted “Proprietary” or “Confidential” subject to the following requirements.

Proprietary or Confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1 to §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

23. DEFINITION OF TERMINOLOGY

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

“**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.

“**Contractor**” shall mean the successful bidder

“**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms “may”, “can”, “should”, or “prefers” identify a desirable or discretionary item or factor.

“**Invitation to Bid**” or “**Bid**” shall mean all documents, including those attached or incorporated by reference, used for soliciting bids.

“**Mandatory**” the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder’s bid.

“**Offeror**”, “**Bidder**”, or “**Proposer**” is any person, corporation, or partnership who chooses to submit a bid.

“**Purchase Order**” shall mean the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing contract.

“**Responsible Bidder**” shall mean a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible property described in the bid.

“**Responsive Bid**” shall mean a bid, which conforms in all material respects to the requirements set forth in the Bid.

II. **TERMS AND CONDITIONS**

1. **TERM**

REC 9 reserves the right to procure the services/goods as described in this Bid and enter into a contract as described on Bid front cover.

2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK**

Contractor shall be held responsible to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the REC 9 Procurement Officer.

3. **NO MINIMUM GUARANTEE**

REC 9 does not guarantee a minimum amount of purchases in conjunction with award of this invitation to bid.

4. **TAXES**

REC 9 holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.

5. **NON-APPROPRIATION**

REC 9’s obligation to make payment under the terms of this bid is contingent upon its appropriation of sufficient funds to make those payments. If REC 9 does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Principal. REC 9 determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

6. **PROCUREMENT CODE**

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

7. **PROCUREMENT UNDER EXISTING CONTRACTS**

In accordance with NMSA 1978 13-1- 129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directive, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by REC9.

8. **TERMINATION**

Either party may terminate this contract as follows:

A. Termination by the Contractor

1. The Contractor may terminate this contract only if REC 9 fails to comply with any provisions of this contract and after receiving notice of the noncompliance, REC 9 fails to cure the noncompliance within ten (10) days, or
2. By written mutual agreement between the Contractor and REC 9.

B. Termination by REC 9

1. For Cause

- a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - ii. Contractor's violation(s) in any substantial way of any provisions of this contract.
 - b. If either one of the events identified above occur, REC 9 may terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but SHALL NOT be paid for loss of profits resulting from such termination.
 - c. Where Contractor's services have been so terminated by REC 9, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by REC 9 will not release the Contractor from liability.
- C. For Convenience
- a. Upon ten (10) days written notice to Contractor, REC 9 may without cause and without prejudice to any other right or remedy of REC 9 elect to terminate the contract.
 - b. In such case, Contractor shall be paid (without duplication of any items):
 - i. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
 - ii. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
 - c. Contractor **SHALL NOT** be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

9. INDEMNIFICATION

The Bidder shall be responsible for damage to persons or property that occurs as a result of his/her fault or negligence, or that of any of his/her employees, agents or subcontractors. Bidder shall save and hold harmless REC 9 against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Bidders' operation shall be repaired and/or restored to their original condition at the Bidder's expense.

10. INSURANCE (If Applicable)

The successful Bidder shall (if applicable) maintain in force during the entire term of contract, comprehensive general liability insurance and shall produce a copy of policy if requested by the Agency. Bidder understands and agrees that REC 9 shall not provide insurance coverage of any kind for Bidder or Bidder's employees or contract personnel. REC 9 recommends that Bidder obtain the insurance coverage that Bidder determines is appropriate. Bidder understands that Bidder may be personally liable for injuries or damages if Bidder does not obtain insurance coverage. REC 9 recommends that Bidder consult with an attorney if Bidder is uncertain about the need for or desirability of obtaining insurance.

11. AUDIT

REC 9 reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by REC 9 personnel or a third party under contract with

REC 9. REC 9 shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from REC 9 the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee REC 9's access to books and records of such party.

12. GOVERNING LAW

This Bid and any contract with a Bidder which may result from this procurement shall be governed by the laws of the State of New Mexico.

13. INDEPENDENT CONTRACTOR

The Contractor is an Independent Contractor performing services for REC 9. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of REC 9 as a result of this procurement.

14. DEBARMENT OR SUSPENSION

A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1- 180, and §13-4-11 through §13-4-17, as amended, shall not be permitted to do business with REC9 and shall not be considered for award of the contract during the period for which it is debarred or suspended with REC9.

15. CONFLICT OF INTEREST

By submitting a bid, the Bidder certifies that no relationship exists between the Bidder and REC 9 that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is averse to REC 9.

16. NON-DISCLOSURE

The Bidder shall not disclose any information relating to students, and employees of REC 9 other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless REC 9 from any damages, claims, liabilities, and costs including reasonable attorney fees and costs in the event any unauthorized release of such information occurs.

17. DELIVERY

The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).

18. FOB

Unless stated otherwise, the price for goods is FOB: Destination (REC 9's designated address).

19. DELAYS IN DELIVERY

Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by REC 9. If delay in delivery is foreseen, Seller must notify REC9 Requesting Department of late delivery, cause of late delivery and remedy for late delivery.

20. INSPECTION

Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.

21. ACCEPTANCE

Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the REC 9 Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the Seller that the goods/services are conforming and fails to make an effective rejection.

22. BUYERS REVOCATION OF ACCEPTANCE

The REC 9 Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.

23. SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS

The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time.

24. ASSIGNMENTS

The awarded Contractor shall not assign nor delegate specific duties as part of this Bid nor transfer any interest nor assign any claims for money due or to become due under this Bid without the written consent of REC 9.

25. PROMOTIONAL GIFTS AND ACTIVITIES

REC9 policy prohibits the distribution of jackets, shirts, caps, or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, REC 9 employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.

26. PAYMENT

Any invoice received and payment made shall be subject to REC 9's terms and conditions (NET 30) unless specifically waived by REC 9 in a separate written document.

27. PROTEST

Protests of the solicitation or award must be delivered by mail to the Region 9 Protest Manager. ONLY protests delivered directly to the Protest Manager in writing in the 15 calendar day protest period 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 Region 9 Education Cooperative, Procurement Coordinator be considered properly submitted.

Protest Manager:

Name: Bryan Dooley
Executive Director
Region 9 Education Cooperative
Address: 2002 Sudderth Dr., Ruidoso, NM 88345
Telephone: (575) 257-2368
Fax: (575) 257-2141
Email: bryan.dooley@region9.org

In the event of a timely protest under this section, REC9 and the Contracting Agency shall not proceed further with the procurement unless the CPO makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (NMSA 1978, §13-1-173).

The REC 9 designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with

adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).

REC 9 shall promptly issue a determination relating to the protest.

The determination shall:

- I. State the reasons for the action taken; and
- II. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.

A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Bidders involved in the procurement (NMSA 1978, §13-1-176).

III. SPECIFICATIONS

The purpose of this bid is to provide PSAT/NMSQT Support to the Region 9 Education Cooperative per the terms and conditions of this document.

Bids for ITB 24017 shall meet the following specifications:

Bidder shall furnish support for the PSAT/NMSQT, the following materials, and reports to the Districts and schools designated by NMPED and Region 9:

1. Materials for Students:

- a. PSAT/NMSQT test materials (PSAT/NMSQT Student Guides and test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. Access to scholarship and recognition programs, offered by each of the National Merit Scholarship Corporation and College Board.

2. Materials for Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential™, delivered via College Board website.
- c. SAT Suite of Assessments of Educator Guide available via College Board website.
- d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Reports for State:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.

5. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the <https://www.khanacademy.org/sat> (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

IV. PRICE SUBMITTAL SHEET

BIDDER'S Name and Address:

Telephone:

Fax:

Federal Tax ID #:

New Mexico Tax ID #:

CID License #

ITB NO.: 24017

I/We, the undersigned, propose to provide the service necessary for the specifications/ scope of work. Pricing for this contract is to be firm for 90 days.

Description	Price

I/We further declare that I/we have carefully read and examined all information in the referenced Request for bid. I/We agree to comply with the Districts rules, regulations and policies.

Authorized Signature/Local Representative

Date Signed

Type Name and Position Held with Company

APPENDIX A

ITB # 24017

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a bid to Region 9 Education Cooperative in response to the above referenced bids/request for bids.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Region 9 Education Cooperative (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Region 9 Education Cooperative employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator:

List below the name(s) of any Region 9 Education Cooperative employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Region 9 Education Cooperative' <<NAME>> in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT / SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____ Date: _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____ Email: _____

APPENDIX B

ITB # 24017

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a bid or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE:

The following definitions apply:

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

“Campaign Contributions” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contributions” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

“Pendency of the Procurement Process” means the time period commencing with the public notice of the request for bids and ending with the award of the contract or the cancellation of the request for bids.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

(Note: If you have made more than one contribution, please attach a list of the public officials you have contributed to following the format and attach the list to this document. Please write "see attached" in the blank below.)

Contribution Made by: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (position)

APPENDIX C

ITB # 24017

NON-COLLUSION AFFIDAVIT FORM

Company Name: _____

Address: _____

City, State, Zip Code: _____

I, _____, of the _____ in the
Name City

County of _____, State of _____ am of full age,
being dully sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the offeror making the bid for goods, services or public work specified under the attached bid, and that I executed the said bid with fill authority in any collusion or otherwise taken any action in restraint of free, competing bidding in connection with the above bid, and that all statements contained in said bid and in this affidavit are true and correct, and made with full knowledge that <<insert Company Name>> relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understating for a commission, percentage, brokerage or contingent fee, except bona fide employees or bon fide established commercial or selling agencies maintained by:

Company Name

Authorized Signature and Title

APPENDIX D

ITB # 24017

SAMPLE CONTRACT

PROFESSIONAL SERVICES CONTRACT

Contract # 249980000XX

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **REGION 9 EDUCATION COOPERATIVE (REC 9)**, hereinafter referred to as the “Agency,” and **<CONTRACTOR NAME>** hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the REC 9 Executive Director.

IT IS AGREED BETWEEN THE PARTIES:

1. Engagement of Contractor.

Agency agrees to engage Contractor on a non-exclusive basis to perform the services set forth herein, on a non-exclusive basis, to the Agency during the term of this Agreement in such amounts as the Agency shall require in its sole discretion. There is no requirement imposed upon the Agency pursuant to this Agreement to purchase any quota of services hereunder. Contractor agrees to perform, on a non-exclusive basis, the services under the terms and conditions set forth in this Agreement. Contractor is an independent contractor and is not an employee of the Agency. Contractor has provided, or intends to provide, similar services (as described in this Agreement) to others as a Contractor.

2. Scope of Work.

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

3. Compensation.

A. The Agency shall pay to the Contractor monthly payments for authorized services satisfactorily performed and expenses incurred pursuant to “ADDENDUM A,” such compensation not to exceed **<XXXXXX>** (**\$XXXXXX**), inclusive of gross receipts tax (GRT). Such compensation 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. There is no requirement imposed upon the Agency pursuant to this Agreement to purchase any quota of services hereunder.

B Nothing contained in this Agreement shall require Agency to pay for any unsatisfactory work, as determined by Agency, or for work that is not in compliance with the terms of this Agreement. 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. Contractor is responsible for notifying the Agency no less than 30 days prior to the services provided under this Agreement reaching the total compensation amount.

C. Payment is subject to availability of funds pursuant to the Appropriations provisions set forth in Paragraph 6 below and to any negotiations between the parties from year to year pursuant to Paragraph 2, Scope

of Work. All invoices MUST BE received by the Agency **no later than 5:00 pm MST on June 20, 2024**. Invoices received after such date WILL NOT BE PAID.

D. Contractor shall submit monthly detailed invoices accounting for all services performed and expenses incurred. If the Agency finds that the invoiced 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.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY THE REC 9 EXECUTIVE DIRECTOR. This Agreement shall terminate on **June 20, 2024** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

5. Termination.

A. Grounds. The Agency may terminate this Agreement prior to the end of the term for convenience or cause, as set forth in Paragraphs 5.B.1 and 5.B.3. below. The Contractor may terminate this Agreement as set forth in Paragraph 5.B.2 below.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph 5.B.3., the Agency shall give Contractor written notice of termination at least fifteen (15) days prior to the intended date of termination. Agency shall pay Contractor only for authorized Services performed up to the date of termination.

2. Contractor shall give Agency written notice of termination at least sixty (60) days prior to the intended date of termination. Agency may agree, in writing, to waive such sixty (60) day notice requirement.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon Agency's written notice to the Contractor if (i) the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) 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 6, "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.

6. 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.

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. 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 the Agency unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. 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.

9. 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.

10. 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.

11. 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.

12. Compliance with Law and Policies.

In the performance of this Agreement, Contractor shall abide by applicable laws of the State of New Mexico, the rules of the Public Education Department, and the policies and regulations of the Agency, as they may exist or be hereafter amended. Compliance shall include, but is not limited to:

A. Inspection of Public Records Act (IPRA)

In perpetuity, the Contractor shall strive to ensure that all reasonable requests to inspect public records are promptly and efficiently granted in accordance with the Inspection of Public Records Act (IPRA), NMSA 14-2-1 - 14-2-12; including, but not limited to, IPRA requests received by the Agency.

13. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the Agency 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 Agency Executive Director or the Executive Director's Designee. The Contractor agrees to prepare and execute any licenses or transfers of copyright necessary to vest ownership in the Agency of any materials developed or acquired by the Contractor under this Agreement.

14. 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 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 amendment as proposed.

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

16. 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.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Jurisdiction and 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.

18. 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.

19. 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(s) or failure to act(s) 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 of the Contractor 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.

Any liability incurred by the Agency in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et. seq. NMSA 1978, as amended. The Agency and its "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement shall modify or waive any provision of the New Mexico Tort Claims Act.

20. 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.

21. 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.

22. Notices.

Notice by either party shall be in writing and shall be delivered by courier service, or U.S. mail, or by electronic mail to the receiving party designee as specified below. Electronic notification shall be deemed

received at the time the party sending electronic notice receives written verification of receipt by the receiving party, including but not limited, to a read receipt.

To the Agency:
Arisa Klumker
2002 Sudderth Dr.
Ruidoso, NM 88345
arissa.klumker@regionix.org

To the Contractor:
<CONTRACTOR NAME or AGENCY>
<%>
<ADDRESS>
<CITY>, <STATE> <ZIP CODE>
<PHONE NUMBER>
<EMAIL>

23. 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.

24. Insurance.

Contractor shall maintain in force during the entire term of this Agreement comprehensive general and/or professional liability insurance purchased from a company authorized to do business in the State of New Mexico and shall produce a copy of policy if requested by the Agency. Contractor understands and agrees that the Agency shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. The Agency recommends that Contractor obtain the insurance coverage that Contractor determines is appropriate. Contractor understands that Contractor may be personally liable for injuries or damages if Contractor does not obtain insurance coverage. The Agency recommends that Contractor consult with an attorney if Contractor is uncertain about the need for or desirability of obtaining insurance.

25. Minor Irregularities.

Anything in the contract that does not affect the price, quality and/or quantity, or any other mandatory requirement may be corrected by the Agency, without the use of an Amendment to the contract. Notification of change shall be made to the Contractor via email.

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

By: _____
Bryan Dooley
Executive Director
Region 9 Education Cooperative

Date: _____

By: _____
<AUTHORIZED SIGNER NAME>

Date: _____

REVIEWED BY REC 9 Chief Procurement Officer (CPO)

Signature

Date

REVIEWED BY REC 9 IGA COORDINATOR

Signature

Date

Addendum A

This Addendum is attached to and forms part of the Contract between REC 9 and <CONTRACTOR NAME>. It is an integral part of the Contract and except as set forth herein, subject to its terms and conditions.

A. Scope of Work.

<INSERT SOW>

B. Duration of Scope of Work or Services Provided.

Start Date:*Contingent upon fully executed contract
End Date: June 20, 2024

C. Budget.

This is a <FEE FOR SERVICE> or <FIXED PRICE> contract.

Description	Rate	Quantity	Total

The total amount of monies payable to the contractor under this Agreement shall not exceed \$XXXXXX.

D. Administrative.

a. Prior to start date, Contractor must provide:

1. Proof of General and/or Professional Liability Insurance
2. R9 Vendor Forms (if applicable)
 - a. Direct Deposit Form
 - b. Vendor Information Form
 - c. ERB Screening Form
 - d. Background Check Verification Form
 - e. Federal W-9
3. Background Check (If applicable)

b. Gross receipts tax (GRT)

The contract amount is inclusive of gross receipts tax (GRT). Gross receipts tax (GRT) is the responsibility of the Contractor, for questions about GRT please consult a tax professional.

c. Invoicing

- Invoices shall align with the *Budget* and shall only include allowable costs as expressly written in *Addendum A, Section C. Budget*. Billing costs, including but not limited to, tax and professional services in excess of, or that do NOT align with the *Budget* shall only be allowable upon written approval from REC 9. Invoices will be subject to review and approval; billing inconsistencies may be subject to non-payment.
- All invoices MUST BE received by the Agency **no later than 5:00 pm MST on June 20, 2024**. Invoices received after such date WILL NOT BE PAID.
- **Final Invoices** shall be marked as such.

Invoices are to be submitted **monthly** to REC 9. Remit invoices to:

Region 9 Invoice Submission Portal -----> <https://www.formpl.us/form/6241381696798720>

d. Oversight and direction for the implementation of the Scope of Work as outlined in *Addendum A* shall be directed by the NMPED as follows:

<NMPED NAME>;<EMAIL@XXXXXX>

This contract was procured under XXXXX in accordance with State Statute.

<*This contract was procured under the \$60,000 threshold in accordance with State Statute.* >

I have reviewed and agree to the information as set out in Addendum A _____
Contractors Initials