



PROVIDING EXCEPTIONAL SERVICES
TO CHILDREN, FAMILIES, AND
COMMUNITIES ACROSS NEW MEXICO

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

REQUEST FOR PROPOSALS (RFP)

Region 9 Education Cooperative

RFP 24019

R9 Lodging, Meals, and Meeting Space

NIGP Commodity Code: 92418

RELEASE DATE: November 27, 2023

PROPOSAL SUBMISSION DATE: January 5, 2024

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i. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Region 9 Education Cooperative (REC 9) is seeking proposals from venues and contractors in New Mexico to provide meeting facilities, lodging and food and beverage services.

B. SCOPE OF WORK

Contractor shall provide meeting facilities to serve as the location for events associated with its activities. Contractor may be requested to provide other services such as audio visual (AV) support and meals. The primary activities associated with this solicitation are related to, but not limited to, professional development trainings that may take place in various locations in New Mexico.

NOTE: Offeror is not required to respond to all projects listed; rather the offeror should submit proposals to those projects they are most qualified to provide services. There are three projects listed in this RFP: Project A, Project B, and Project C.

Project A:

1. Lodging and Room Rates

Proposals shall include a description of rooms and rates for each type of room. When possible, room rates should not exceed federal and state maximum lodging rates at the applicable location. <https://www.gsa.gov/travel/plan-book/per-diem-rates>

1. Offers courtesy room blocks
2. Offers room blocks
3. Include attrition rates
4. Resort fees if applicable
5. Describe requirements for reservation cut off dates.

2. Transportation and Parking

1. Describe the availability and cost estimates of shuttle services (or other transportation options) to the nearest major airport.
2. Describe the availability and cost estimates of shuttle services to alternate locations in the surrounding area within a 10 mile radius.
3. Describe the cost estimate for parking fees if applicable

Project B:

1. Meeting and Exhibitor Space

1. Describe the availability, capacity, amenities and costs of meeting spaces.
2. Specify applicable room rental fees if Food/Beverage minimum not met (if applicable).
3. Provide a property map showing venue floor plan of facility showing meeting space layout.
4. Describe any set up requirements and fees performed by venue staff.
5. Describe the availability and capacity of electrical outlets and Internet availability including fees.
6. Specify any requirements, restrictions, forms, etc. required of outside vendors or exhibitors (note: some vendors may wish to sell jewelry or other items).
7. Secure storage availability.
8. Describe availability of and fees for tables, table linens, skirting, and chairs.

2. Audio/Visual

1. Describe Audio/Visual services and equipment provided, including, but not limited to the following. Provide fees for services and equipment.
 - a. Are Audio/Visual services in-house, or contracted?
 - b. Provide complete Audio/Visual service (ie. using house audio system) and equipment price list and any related requirements/policies; also, please specify any unique Audio/Visual scenarios for the meeting space (i.e. multiple screens required for large meeting room, limit on number of microphones, additional/incidental fees not specified in price list, etc.).
 - c. Presenter lectern, stage, and table setup options in each room.
 - d. Presentation Screens available in each room.
 - e. Audio and video options including wireless microphones, A/V carts, and cameras available.
 - f. Ability to meet Hybrid Event Audio/Visual needs.
 - g. Presenters/facilitators may wish to utilize some of their own Audio/Visual equipment (laptops, projectors, cords); please indicate if there are restrictions or charges related to using their own equipment.

Project C:

Meals and Refreshments

1. Describe meal and refreshment services

2. Provide menus and cost breakdown of catering services including: Breakfast, Lunch, Dinner, Per Diem Menu (if available), Reception/Hors d'Oeuvres, A la Carte/Breaks.
3. Specify a Food and/or Beverage minimum purchase, if applicable.
4. Service fee and tax rates
5. If food concessions are available for the event, please provide details on requirements and options.
6. Describe ability to accommodate special diets in meal services.
7. Food and beverage minimum
8. Describe availability of water stations.
9. Describe requirements for guaranteed numbers for food and beverage orders.
10. Describe availability and fees for tables, table linens, chairs, serving service.
11. Describe any delivery services and fees.
12. Describe any additional services and fees.

C. PROCUREMENT AND CONTRACT CONTACT

This RFP may result in multiple contractual award(s) between the two parties (awarded Offeror and the Agency). This procurement may be used by other parties. The contract may be implemented for a term of one (1) year, and may be extended on an annual basis for up to three (3) years in one-year increments for a total of four (4) years, contingent upon sufficient funding and satisfactory work performance provided by the selected vendor.

In no case will the contract, including all renewals thereof, exceed a total of four (4) years in duration, as set forth in NMSA 1978, § 13-1-150. A contract awarded as a result of this RFP is contingent upon appropriation by the New Mexico Legislature or other funding sources for the period of this procurement, satisfactory contract compliance, and the Contractor's ability to successfully provide services. Should contract non-compliance be determined, the contract may be terminated or amended. A potential offeror or the offeror agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

Region 9 Education Cooperative will manage all aspects of procurement whose name, address, telephone number, and email address are listed below:

Procurement Coordinator:

Name: Region 9 Education Cooperative
Veronica Wadley
Address: 2002 Sudderth Dr., Ruidoso, NM 88345
Telephone: (469) 726-8349
Fax: (575) 257-2141
Email: veronica.wadley@regionix.org

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Region 9 Education Cooperative, Procurement Coordinator listed above. Offerors may contact ONLY Region 9 Education Cooperative, 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 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@regionix.org

D. DEFINITION OF TERMINOLOGY

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

1. **“Agency”** is the issuing agency of procurement, contracts, purchase orders and all aspects associated with contract/procurement management. Agency shall be used, unless otherwise written specifically identifying the entity.
2. **“Close of Business”** means 5:00 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.
4. **“Contract Manager”** means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.
5. **“Contractor”** means any business having a contract with a state agency or local public body.
6. **“Deliverable”** means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.
7. **“Department of Information Technology”** means the New Mexico Department of Information Technology which is responsible for operating the data center and all communications related items.

8. **“Desirable”** the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).
9. **“Determination”** means the written documentation of a decision of a procurement manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.
10. **“DFA”** means the Department of Finance and Administration for the State of New Mexico.
11. **“DFA/CRB”** means the Contracts Review Board of the Department of Finance and Administration for the State of New Mexico.
12. **“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
14. Evaluation Committee for submission for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
15. **“Finalist”** is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.
16. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
17. **“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.
18. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
19. **“New Mexico Employee”** means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.
20. **“Offeror(s)”** is any person, corporation, or partnership who chooses to submit a proposal.

21. **“Procurement Manager”** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive proposals.
22. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
23. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section iii. H. of this RFP) blacked-out BUT NOT omitted or removed.
24. **“Request for Proposals”** or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
25. **“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.
26. **“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.
27. **“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.
28. **“Solicitations”** means ITBs and RFPs.
29. **“State (the State)”** means the State of New Mexico.
30. **“State Purchasing Agent”** or “SPA” means the purchasing agent for the State of New Mexico or a designated representative.

E. ELIGIBLE APPLICANTS

Eligible applicants include public or private organizations with documented and demonstrated ability to provide Services as described in this RFP.

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. Region 9 Education Cooperative reserves the right to alter or update the schedule. Region 9 Education Cooperative 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 Sequence of Events Schedule. *Each Action shall be submitted no later than 3:00 p.m. Mountain Standard Time/Daylight Time on the Due Date listed.*

Action	Responsible Party	Due Dates
Issue RFP	Region 9 Education Cooperative	November 27, 2023
Distribution List	Potential Offerors	December 11, 2023
Deadline to Submit Questions	Potential Offerors	December 11, 2023
Response to Written Questions	REC 9	December 15, 2023
<i>Submission of Proposal</i>	<i>Potential Offerors</i>	January 5, 2024
Proposal Evaluation	Evaluation Committee	January 8, 2024 - January 11, 2024
Selection of Finalists	Evaluation Committee	January 8, 2024 - January 11, 2024
Oral Presentations by Finalists (At Region 9 and PED's Discretion)	Offerors/Evaluation Committee	January 8, 2024 - January 11, 2024
Finalize Contractual Agreements	Agency/Finalist Offerors	January 8, 2024 - January 11, 2024
Contract Awards	Agency/ Finalist Offerors	January 12, 2024
Protest Deadline	REC 9	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 Region 9 Education Cooperative on **November 27, 2023**. The RFP may be viewed and downloaded at <https://www.rec9nm.org/RFPS-Bids>.

Distribution List

Potential Offerors should complete the on-line *Distribution Form* to have their organization placed on the procurement distribution list. The form should be submitted by an authorized representative of the organization..

The procurement Distribution List will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to submit the on-line *Distribution Form* does not prohibit potential Offerors from submitting a response to this RFP. However, by not completing the Distribution Form by the time and date indicated, the potential Offeror's representative shall not be included on the Distribution List communications, and will be solely responsible for obtaining responses to written questions and any amendments to the RFP.

LINK TO ACCESS THE DISTRIBUTION LIST ----> <https://forms.gle/uRV23xErD71Xxcg97>

Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP. All written questions must be e-mailed to contracts.procurement@regionix.org. 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 provided via email and posted as an Addendum to the RFP on <https://www.rec9nm.org/RFPS-Bids> by the Procurement Manager on or before the time and date indicated in the Sequence of Events.

Submission of Proposal

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

Proposals must be submitted electronically through R9's electronic procurement system. A link to the Submission Portal can be found in Section *IV., B. Method of Submission*.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE DATE OUTLINED IN THE SEQUENCE OF EVENTS SCHEDULED SET FORTH ABOVE. NO LATE PROPOSALS CAN BE ACCEPTED. The date and time of receipt will be recorded on each proposal. Proposals 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 proposal 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 proposal submission system:

<https://www.formpl.us/form/4832396635144192> will be deemed late. Further, a submission that is not fully complete and received via the proposal 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 PROPOSAL CAN BE ACCEPTED.

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

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

Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the **Sequence of Events**, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. 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 in accordance with the schedule set forth above. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations/demonstrations will be determined at this time.

Best and Final Offers

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

Oral Presentation and/or Product Demonstrations by Finalists

Finalist Offerors, as selected per above, may be required to conduct an oral presentation at a venue to be determined as per the Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc). The Agency will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Agency.

Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror in accordance with the Sequence of Events, or as soon thereafter. . This date is subject to change . In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in

the time specified, the Agency 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 by the Evaluation Committee the Agency will make an award(s) in accordance with the Sequence of Events, or as soon as possible thereafter. This date is subject to change at the discretion of the Agency.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to support the Scope of Work. The most advantageous proposal may or may not have received the most points.

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 within the 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.

The 15 calendar day protest period shall begin on the day following the actual date of Contract Awards and will end at 5:00 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.

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

The protest must be delivered to:

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

Protests received after the deadline will not be accepted.

iii. GENERAL REQUIREMENTS

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 IV, G. Evaluation* 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. Region 9 Education Cooperative 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

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. If the offeror chooses to redact Proprietary and Confidential information, an additional but separate redacted version of Offeror's proposal, as outlined and defined in this RFP shall be submitted, on or before the Proposal Submission date as indicated in the Sequence of Events. A redacted proposal, in accordance with state law, containing the blacked-out proprietary or confidential information, shall be used in order to facilitate eventual public inspection (IPRA) of the non-confidential version of Offeror's proposal.

IMPORTANT: 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 proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

I. NO OBLIGATION

This RFP in no manner obligates Region 9 Education Cooperative to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

J. TERMINATION OF RFP

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 Region 9 Education Cooperative.

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

Region 9 Education Cooperative 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

The initial contract resulting from this RFP will be for a period of one year. 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. 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 and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

Q. 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.

R. 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.

S. CHANGE IN CONTRACTOR REPRESENTATIVES

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

T. 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.

U. AGENCY RIGHTS

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

V. RIGHT TO PUBLISH

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from Region 9 Education Cooperative and or 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.

W. OWNERSHIP OF PROPOSALS

All documents submitted in response to the RFP shall become property of the Region 9 Education Cooperative.

X. 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 Region 9 Education Cooperative.

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 procuring the Agency's written permission.

Y. 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.

Z. 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.

AA. 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://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.

BB. 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.

CC. 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.

DD. 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.

EE. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

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

B. New Mexico Resident Veterans Business Preference

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

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

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

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.

LINK TO ACCESS THE PROPOSAL SUBMISSION SYSTEM --->
<https://www.formpl.us/form/4832396635144192>

The Offeror need only submit a single electronic copy of the proposal, outlined below.

C. SUBMISSION FORMAT

All information for the technical proposal must be combined into a single pdf file/document for uploading. File naming convention <COMPANY NAME_RFP 24019>

D. TECHNICAL ISSUES

For technical support issues contact Veronica Wadley (469) 726-8349

E. PROPOSAL FORMAT

All proposals must be submitted as follows:

- Typeface must be easily readable such as Ariel, Courier, or Times Roman and type size must be 12-point.
- The proposal may be no longer than 100 single-spaced pages as a whole. Each Project should be limited to 50 pages. Supplemental information may be appended to the proposal.
- All pages shall be numbered.

F. 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

Offeror shall provide a *Technical Proposal* (a. - b. detailed below)

A. Offeror Qualifications: (200 points)

Offeror Introduction including background that supports the ability of the offeror to carry out the proposal based on their experience and expertise.

- i. Years of experience on similar projects, describing previous projects and scale.

B. Cost Proposal: (200 points) Offeror will include all applicable cost and fees related to Scope of Work and Project(s).

2. Mandatory Requirements

Proposals that do not meet the mandatory requirements may be deemed non-responsive and rejected.

- a. Appendix A - New Mexico Employees Health Coverage Form (Pass/Fail)
- b. Appendix B - Signed Campaign Contribution Form (Pass/Fail)
- c. Appendix C - Conflict of Interest Form(Pass/Fail)
- d. Appendix D - Suspension Status Form (Pass/Fail)
- e. Offerors Contract Terms and Conditions (Pass/Fail)

3. Supplemental Information

- a. Offeror’s Additional Terms and Conditions (Optional)
- b. Other supporting documentation to support the Technical Proposal.
- c. New Mexico Preferences

This procurement could result in multiple contractual agreements between two parties; the procurement may be used by other parties (agency).

G. 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 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 may be selected as finalist Offerors, based upon the proposals submitted. Awards shall be made to the most responsible Offeror(s) whose proposals are most advantageous to the State taking into consideration the evaluation factors. The most responsible Offeror(s) is not determined by the highest score. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. Multiple vendors may be awarded.

<u>Evaluation Factors</u>	<u>Available Points</u>
The proposal is organized as described in Section IV. Response Format and Organization and contains all listed items in the sequence indicated.	Pass/Fail
Offeror Qualifications	200
Cost Proposal	200
New Mexico Employees Health Coverage Form - Appendix A	Pass/Fail
Signed Campaign Contribution Form - Appendix B	Pass/Fail
Conflict of Interest Form - Appendix C	Pass/Fail
Suspension Status Form - Appendix D	Pass/Fail
Offerors Contract Terms and Conditions	Pass/Fail
Offeror’s Additional Terms and Conditions	Optional
New Mexico Resident Business Preference	Optional
New Mexico Resident Veterans Business Preference	Optional

v. ADMINISTRATIVE REQUIREMENTS

Awarded Offeror's will be required to provide the following documents before or within 30 of contract execution date:

- Contractor must be a registered business in the State of New Mexico with a CRS number
- Tax Identification: The Offeror must possess a tax identification number
- Federal W-9

APPENDIX A

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM
R9 RFP 24019**

1. If 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 certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for those employees and offer that health insurance to those employees, if the expected annual value in the aggregate of any and all contracts between Offeror and the Agency exceed \$250,000.00.
2. Offeror agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons.
3. Offeror agrees to advise all employees of the availability of State publically 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/>.

Signature of Offeror: _____

Date: _____

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM R9 RFP 24019

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred 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 proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C

**CONFLICT OF INTEREST FORM
R9 RFP 24019**

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to The Agency in response to the above referenced request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or Coordinating Council member of the Agency or New Mexico Public Education Department (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 Agency employee, council 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 names(s) of any New Mexico Public Education Department or Agency 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.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST 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 of Offeror: _____

Date: _____

APPENDIX D
SUSPENSION STATUS FORM
R9 RFP 24019

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 the Agency Procurement Department 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 or 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 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 of Offeror: _____

Date: _____