

Southwest Regional Education Cooperative #10

REQUEST FOR PROPOSALS (RFP)

Diagnostic Services for Member Districts



RFP #24-005

Commodity Codes: 94851

RELEASE DATE: April 11, 2024

DUE DATE: May 9, 2024

RFP #24-005

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Southwest Regional Education Cooperative (SWREC) is soliciting proposals to establish a contract for professional services to provide Diagnostic Services to its member districts.

B. BACKGROUND INFORMATION

Provision of Diagnostic Services for the SWREC and local education agencies (school districts) served by SWREC. This RFP will result in a professional services contract and may be used by SWREC and its member districts. Potential participating school districts/communities include Animas Public Schools, Cobre Consolidated Schools, Deming Public Schools, Hatch Valley Public Schools, Lordsburg Municipal Schools, Reserve Independent Schools, Truth or Consequences Municipal Schools, and Silver Consolidated Schools.

C. SCOPE OF PROGRAM

- 1) Services will be provided from no earlier than July 1, 2024, and conclude by June 24, 2025.
- 2) The professional services contract(s) resulting from this RFP may be renewed for the 2025-2026, 2026-2027, and 2027-2028 school years.
- 3) Multiple contractors may be awarded.

D. PROCUREMENT MANAGER

Southwest Regional Education Cooperative #10 has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name:	Lauren Verduzco, Procurement Manager
Address:	1321 E. Poplar Deming, NM 88030
Telephone:	575-546-5951
Email:	purchasing@swrecnm.org

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager via email. Offerors may contact ONLY Southwest Regional Education Cooperative #10, Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

Agreement Administrator: The SWREC #10

Business Hours: 7:30 AM to 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

Close of Business: 4:30 PM Mountain Standard or Daylight Time, whichever is in use on the date given

Confidential: Financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978,. See also NMAC 1.4.1.45. The following items may not be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone

numbers and/or home addresses), and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.

Contract: a written agreement for the procurement of items of tangible personal property, services, or professional services.

Contractor: the successful Offeror who enters into a Price Agreement with SWREC #10

Desirable: the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

Determination: 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.

Eligibility Determination Team (EDT): the team that determines a child's eligibility to receive special education services.

Evaluation Committee: a body appointed by the Procurement Manager to perform the evaluation of Offerors' proposals

Evaluation Committee Report: a report prepared by the Procurement Manager and the Evaluation Committee for contract award that will contain written determinations resulting from the procurement.

Finalist: an Offeror and/or Offerors who meet all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

Hourly Rate: 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.

IDEA: Individuals with Disabilities Education Act

Individualized Education Plan (IEP): a legal document that outlines the specific special education instruction, supports, and services that a student needs to thrive in school.

IT: Information Technology

LEA: local education agency

LPB: local public body

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 Offeror's proposal as nonresponsive.

Minor Irregularities: anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

Multiple Source Award: an award of an indefinite quantity contract for one or more similar services to more than one Offeror.

Offeror: any person, corporation, or partnership who chooses to submit a proposal.

Price Agreement: a definite quantity contract or indefinite quantity contract that requires the contractor to furnish services to the Procuring State agency.

Procurement Manager: the person or designee authorized to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

Prime Contractor: chief contractor who has full responsibility for the completion of the contract.

Redacted: 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 II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

Request for Proposals or RFP: all documents, including those attached or incorporated by reference, used for soliciting proposals.

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.

Responsible Offeror: an Offeror submitting a responsive proposal 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 described in the proposal.

Responsive Offer or Responsive Proposal: an offer or proposal that conforms in all material respects to the requirements set forth in a request for proposals. Material respects of a request for proposals include but are not limited to price, quality, quantity, or delivery requirements.

Single Source Award: an award of contract for tangible personal property, services, or construction to only one Offeror

Solicited and Awarded: Invitation to Bid or RFP that was made available to the general public, through any means.

Staff: a full-time, part-time, or an independently contracted employee with the Offerors' company State (the State): the State of New Mexico.

State Purchasing Agent: State Purchasing Division of the General Services Department.

Subcontractor: One who takes a portion of a contract from the principal contractor.

SWREC #10: Southwest Regional Education Cooperative.

Unredacted: a version or copy of the Offeror's proposal containing all complete information including any that the Offeror would otherwise consider confidential; such a copy for use only for the purpose of the evaluation.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description, and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	SWREC	April 11, 2024
2. Distribution List	Potential Offerors	April 24, 2024, by 4:30pm
3. Deadline to Submit Questions	Potential Offerors	April 24, 2024, by 4:30pm
4. Response to Written Questions	Procurement Manager	April 26, 2024, by 4:30pm
5. Submission of Proposal	Potential Offerors	May 09, 2024, by 4:30 pm
6. Proposal Evaluation	Evaluation Committee	May 10 – May 14, 2024
7. Selection of Finalists	Evaluation Committee	May 14, 2024
8. Finalize Contractual Agreements	SWREC/Finalist Offerors	TBD
9. Contract Award(s)	SWREC/Finalist Offerors	May 15, 2024
10. Protest Deadline	SWREC	May 30, 2024

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the Southwest Regional Education Cooperative #10 on **Thursday, April 11, 2024.**

2. Distribution List

Potential Offerors should complete the online *Distribution Form* to have their organization placed on the procurement distribution list. The form should be submitted by an authorized representative of the organization by **4:30 pm** MDT/MST on **April 24, 2024.**

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://www.cognitoforms.com/SWREC10/RFP24005DistributionList>

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager with the intent to clarify the RFP until **April 24, 2024**, by **4:30 pm Mountain Standard Time/Daylight Time** as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D.

4. Response to Written Questions

Written responses to written questions will be posted online as an Addendum to the RFP at www.swrecnm.org by the Procurement Manager by **April 26, 2024**, by **4:30pm Mountain Standard Time/Daylight Time** as indicated in the sequence of events. An e-mail copy will be sent to all Offeror's that formally request, through the Distribution List, an e-mail copy of the responses from the Procurement Manager.

5. Submission of Proposal

Currently, only **electronic** proposal submission is allowed, to be submitted via the Cognito Proposal Submission Portal. **Do not** submit hard copies until further notice. The link to access the Proposal Submission Portal can be found in Section III.B.

All offeror proposals must be received for review and evaluation by the procurement manager or designee no later than **4:30 pm Mountain Standard Time/Daylight Time** on **May 9, 2024.** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section NMSA 1978, §13-1-116, the contents of proposals shall not be disclosed to competing potential offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract awarded pursuant to the Request for Proposals has been fully executed.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the Sequence of Events, depending on 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. Proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II, A. Sequence of Events, or as soon thereafter as possible. A schedule for the oral presentation and demonstration will be determined at this time, if necessary.

8. 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.

9. 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.

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978, and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the award of RFPs and will end at 4:30 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 must specify the ruling requested from the Business Manager.

Protests received after the deadline will not be accepted. The protest must be delivered to:

Erica Reyes, Finance Director
Southwest Regional Education Cooperative
1321 E. Poplar
Deming, NM 88030
ereyes@swreclm.org

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. 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 demonstrate proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any RFP that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of any contract with a state agency that may derive from this RFP. The state agency hiring a *vendor* from the RFP will make payments only to the prime contractor.

4. Subcontractors

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

5. 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 identified clearly as such in the transmittal letter. The State agency personnel will not merge, collate, or assemble proposal materials.

6. Offerors Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices 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.

8. Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate

eventual public inspection of the non-confidential portion of the proposal.

Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1 through §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, SPD shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the Southwest Regional Education Cooperative to the use of Offeror services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when Southwest Regional Education Cooperative determines such action to be in the best interest of the Agency.

11. Sufficient Appropriation

Any RFP or 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 State agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The State agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be provided promptly in writing to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

Only information supplied, in writing, by the Southwest Regional Education Cooperative through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals. Current and updated information regarding this procurement is available on the SWREC website at www.swrecnm.org.

15. Contract Terms and Conditions

The Southwest Regional Education Cooperative may or may not accept the alternative language provided by the Offeror. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the Offeror's proposal.

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the 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.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities as well as mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and that the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The State agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the State agency, meeting its needs adequately.

21. Notice

The Procurement Code, NMSA 1978, §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.

22. State Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

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

25. 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 SWREC.

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

26. Electronic mail address required

All of the communications regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have and provide a valid e-mail address to receive this correspondence. (See also, Section II.B.4, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the SWREC, the version maintained by the SWREC shall govern. Refer to: <http://www.swrecnm.org>.

28. New Mexico Employees Health Coverage

- A.** 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.
- B.** 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.
- C.** 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>.
- D.** 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.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See APPENDIX A) as a part of its proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor. Failure to complete and return the signed, unaltered form will result in disqualification.

30. Disclosure Regarding Responsibility

Any prospective Responsible Bidder/Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any State agency or LPB for professional services, tangible personal property, services, or construction agrees to disclose whether they, or any principal of their company:

- i.** are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State agency or LPB;
- ii.** have, within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining,

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- 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 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;
- iii. are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph 2 of this disclosure.
 - iv. have, 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
 - 1. Taxes are considered delinquent if both of the following criteria apply:
 - a. The tax liability is finally determined. 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.
 - b. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted
 - 2. 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.
 - v. 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 Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances. A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
 - vi. Nothing contained in the foregoing shall be construed to require establishing a system of records in order to render in good faith the disclosure required by this document. The knowledge and information of an Offeror 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. 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 Procurement Manager. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the government, the Procurement Manager may terminate the involved contract for cause. Still further, the Procurement may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Procurement Manager.

31. Conflict of Interest

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, §10-16-1 through §10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed.

III. 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

Potential Offerors shall submit only one proposal for this RFP.

B. METHOD OF SUBMISSION

All Proposals must be submitted electronically.

LINK TO ACCESS THE PROPOSAL SUBMISSION SYSTEM

<https://www.cognitofrms.com/SWREC10/RFP24005ProposalSubmission>

C. PROPOSAL FORMAT

- i. All information for the **technical proposal** must be combined into a single pdf file/document for uploading. File naming convention < **RFP24-005_COMPANY NAME_PROPOSAL**>
- ii. Typeface must be easily readable such as Ariel, Calibri, Courier, or Times New Roman and type size must be 12-point
- iii. The proposal may be no longer than 100 single-spaced pages as a whole. Supplemental information may be appended to the proposal
- iv. All page numbers shall be numbered
- v. The Cost Response Form (Appendix C) and any additional documents supporting the Cost Response must be combined into a **separate single pdf file/document for uploading**. File naming convention < **RFP24-005_COMPANY NAME_COST RESPONSE**>

For technical support issues, contact Lauren Verduzco (575) 546-5951.

Technical Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. **The technical proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.**

- (a) Table of Contents
- (b) Proposal Summary (Optional)
- (c) Response to Specifications **except for cost, which shall only be included in Cost Proposal in a separate upload.**
- (d) Offeror's Additional Terms and Conditions, if applicable
- (e) Campaign Contribution Form
- (f) NM Employee Health Coverage Form
- (g) Reference Questionnaire – **first page only, identifying businesses providing references.**
- (h) Conflict of Interest Affidavit
- (i) Debarment / Suspension Certification Form
- (j) NM Resident or Vendor Certification Form
- (k) Other Supporting Material (Optional)

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. **All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.** All discussion of proposed costs, rates, or expenses must appear only on the Cost Response form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

Offerors may attach other material they believe may improve the quality of their responses.

IV. SPECIFICATIONS

Offerors shall provide a detailed narrative response to all the numbered bullets in the following Detailed Scope of Work, describing and explaining how they will meet or exceed program requirements. An awarded Offeror's response to this section shall be included in the resulting contract, at the discretion of the SWREC, to establish the Scope of Services.

A. SCOPE OF WORK

The Contractor shall provide the following services related to this contract:

1. Provide evaluations during the school day at the specific school sites as requested by the participating school district.
2. Complete diagnostic evaluation reports and submit them to the requesting district prior to invoicing for completed services.
3. Contractor(s) must be willing to provide services onsite and in-person for participating member districts.
4. Contractor(s) must be capable of utilizing online communication platforms such as Zoom or Microsoft TEAMS when and if agreed upon with participating member districts.
5. Potential participating school districts/communities include Animas Public Schools, Cobre Consolidated Schools, Deming Public Schools, Hatch Valley Public Schools, Lordsburg Municipal Schools, Reserve Independent Schools, Truth or Consequences Municipal Schools, and Silver Consolidated Schools.

B. TECHNICAL SPECIFICATIONS

1. Educational Diagnostic Services

Offerors must:

- (a) Ensure evaluations will take place during the school day at the specific sites as requested by the participating school district. **(5 points)**
- (b) Ensure evaluations will comply with the New Mexico, IDEA, and district standards for determining eligibility for special education services. **(5 points)**
- (c) Determine valid and reliable standardized assessment tools to be used for each student based on the student's age, referral criteria, and language strengths. **(5 points)**
- (d) Ensure bilingual diagnosticians will evaluate in both Spanish and English as appropriate based on the student's language of academic instruction. **(5 points)**
- (e) Ensure completed formal written reports will be delivered to the district following the evaluation's completion for use by the Eligibility Determination Team (EDT) to within the timeline to be compliant with New Mexico State Statute, IDEA, and district request, and as set forth by **NMAC 6.31.2.10. (5 points)**
- (f) Ensure completed formal written reports will be delivered to parents of evaluated child no less than two (2) days prior to Eligibility Determination or IEP Meeting as set forth by **NMAC 6.31.2.10. (5 points)**
- (g) Ensure a representative will be available to consult with the Eligibility Determination Team as required and consult with educational staff as requested. **(5 points)**

2. Evaluation Interpretation Services

Offerors must:

- (a) Ensure diagnosticians will be available to assist Eligibility Determination Teams and Individualized Education Plan committees in interpreting diagnostic test results and reports, in determining eligibility and in developing individual education plans. **(5 points)**
- (b) Ensure diagnostician will consult with Eligibility Determination Team and instructional staff upon request. **(5 points)**
- (c) Ensure availability to attend EDT meetings, which can be scheduled in half-day or entire day increments. Face-to-face is preferred, but online communication platforms such as Zoom or Microsoft TEAMS may be utilized when and if agreed upon with the participating member districts. **(5 points)**
- (d) Ensure diagnostic interpretations be completed at the scheduled EDT meetings or IEP meetings. **(5 points)**
- (e) Follow SWREC established procedures for scheduling and completing evaluations and reports for participating member districts. **(5 points)**

C. BUSINESS SPECIFICATIONS

1. Organizational Experience

Offerors must:

- (a) Describe relevant experience with districts, schools, state government, and/or the private sector. The proposal must thoroughly describe the Contractor's expertise with similar contracts and must include the extent of their experience and knowledge. **(5 points)**
- (b) Provide a brief resume and/or biography of all key personnel that the Contractor proposes to use in the resulting contract should the Contractor be awarded. Key personnel are identified as those who will direct, train, oversee, and evaluate. The Contractor must include key personnel education; work experience; relevant certifications and/or licenses; and areas of specialized expertise. **(5 points)**
- (c) Provide current license issued by the New Mexico Public Education Department. **(5 points)**
- (d) Provide current background checks in compliance with New Mexico Public Education Department's Rules and Regulations **(5 points)**:

[Licensure Background Information – New Mexico Public Education Department \(state.nm.us\)](https://www.state.nm.us/education/officeoflicensure/backgroundinformation/)

2. Organizational References (15 points, 5 points per reference)

Offerors should provide a minimum of three (3) references from similar projects performed for private, State and/or large local government clients within the last three years. Offerors are required to submit APPENDIX D, Reference Questionnaire, for the business references they list. The business references must submit the Reference Questionnaire directly to the designee described in Section I, Paragraph D. It is the Offeror's responsibility to ensure that the completed forms are received by or before the proposal submission deadline for inclusion in the evaluation process. Business references that are not received in time or are incomplete may adversely affect the Offeror's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted.

- (a) Client name;
- (b) Project description;
- (c) Project dates (starting and ending);
- (d) Technical environment; (i.e., software applications, Internet capabilities, data communications)

(e) Client project manager name, telephone number, fax number, and e-mail address.

D. MANDATORY SPECIFICATIONS

All Mandatory Forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

1. Campaign Contribution Disclosure Form (Pass / Fail)

The Offeror **must** complete unaltered Campaign Contribution Disclosure Form and submit a signed copy with its proposal. This must be accomplished whether an applicable contribution has been made or not. (See APPENDIX A)

2. NM Employee Health Coverage Form (Pass / Fail)

The Offeror **must** complete unaltered NM Employee Health Coverage Form and submit a signed copy with its proposal. This must be accomplished (See APPENDIX B)

3. Conflict of Interest Form (Pass / Fail)

The Offeror **must** complete a Conflict-of-Interest Form that certifies that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance, or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, §10-16-1 through §10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed.
(See Appendix E)

4. Debarment / Suspension Certification Form (Pass/ Fail)

The Offeror **must** complete Agency Debarment / Suspension Certification Form and submit a signed copy with its proposal. This must be accomplished. (See APPENDIX F)

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Table 1: Evaluation Point Summary

Factor	Points Available
A Technical Specifications	
A (1) Educational Diagnostic Services	35
A (2) Evaluation Interpretation Services	25
B Business Specifications	
B (1) Organizational Experience	20
B (2) Organization References	15
B (3) Cost	10
B (4) Campaign Contribution Disclosure	Pass/Fail
B (5) NM Employee Health Coverage	Pass/Fail
B (6) Conflict of Interest	Pass/Fail
B (7) Debarment/Suspension	Pass/Fail
TOTAL	105 Points
NM Preference: (A) Resident Vendor Points	5%
NM Preference: (B) Resident Veteran Points	7% - 10%

B. EVALUATION FACTORS

1. A (1) Educational Diagnostic Services (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited, and the perceived validity of the response.

2. A (2) Evaluation Interpretation Services (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited, and the perceived validity of the response.

3. B (1) Organizational Experience (See Table 1)

The Evaluation Committee will weigh the relevancy and extent of the Offeror's expertise, as well as the quality and precision of delivering diagnostic services.

4. B (2) Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (APPENDIX D). Offeror will be evaluated on the references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

5. B (3) Cost (See Table 1)

Submit a completed Cost Response form found in APPENDIX C to include compensation, travel, gross receipts tax, other taxes or fees.

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

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Maximum Points Available}$$

6. B (4) Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

7. B (5) New Mexico Employee Health Coverage Form (See Table 1)

Pass/Fail only. No points assigned.

8. B (6) Conflict of Interest Form (See Table 1)

Pass/Fail only. No points assigned.

9. B (7) Debarment / Suspension Form (See Table 1)

Pass/Fail only. No points assigned.

10. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

Offeror must provide their Taxation and Revenue Department Issued Preference Certificate with the proposal, the Preference Points for a New Mexico Business is 5%.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate and the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M (prior year revenue)

C. EVALUATION PROCESS

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 as specified in Section II, Paragraph B. 6.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C. 18.
4. Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. Responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State, taking into consideration the evaluation factors in Section V, will be recommended for RFP to the State, as specified in Section II, Paragraph B.8. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. This procurement could result in contractual agreements between two parties; the procurement may be used by other parties (agency).

D. ADMINISTRATIVE REQUIREMENTS

Awarded Contractor will be required to provide the following documents before or within 30 days of contract execution date:

1. Proof of Liability Insurance
2. Tax Identification: The Offeror must possess a tax identification number (Federal W9)
3. ACH Authorization Form for payment processing

APPENDIX A - Campaign Contribution Disclosure Form

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

A. 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.

B. 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.

C. 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>.

D. 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.

Signature of Offeror: _____

Date: _____

APPENDIX C – Cost Response Form

Cost should be inclusive of tax, travel, and any other incidentals

SAMPLE COST

Description of Good and/or Service	Cost

Total Cost: \$ _____

APPENDIX D – Reference Questionnaire

REFERENCE QUESTIONNAIRE

As a part of the RFP process, the Southwest Regional Education Cooperative requires proposing Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing Offeror is required to send the following reference form to each business reference listed below. The business reference, in turn, is requested to submit the Reference Form directly to the Procurement Manager by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal.

1.

2.

3.

**RFP #24-003 REFERENCE QUESTIONNAIRE
FOR:**

(Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the Southwest Regional Education Cooperative via e-mail at:

Name: Lauren Verduzco, Procurement Manager
Address: 1321 E. Poplar
Deming, NM 88030
Telephone: 575-546-5951
Email: purchasing@swreacnm.org

no later than **May 9, 2024**, by **4:30 pm Mountain Standard Time/Daylight Time** and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past? COMMENTS:

2. How would you rate this firm's knowledge and expertise?
____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name:_____ Rating:

Name:_____ Rating:

Name:_____ Rating:

Name:_____ Rating:

COMMENTS:

7. How satisfied are you with the service developed and delivered by the vendor?
_____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

APPENDIX E – Conflict of Interest Form

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 F – Suspension Status Form

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 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 of Offeror: _____

Date: _____

APPENDIX G – Resident Veterans Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978 §13-1-21 or §13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitute a material representation by the business that is subject to protest and may result in denial of an award or non- award of the procurement involved if the statements are proven to be incorrect.

APPENDIX H – Draft Contract

Professional Services Contract #202X-XXX

This Contractual Agreement (**hereafter Contract**) is made by and between the Southwest Regional Education Cooperative (**hereafter SWREC**) and _____ (**hereafter Contractor**). The SWREC and Contractor may be referred to jointly in this Contract as “**Parties.**” The Parties agree as follows:

1. Scope of the Work.

Contractor shall be assigned to SWREC Member District(s): _____ (**hereafter Customer**), and shall perform services as detailed in **Exhibit A**.

2. Price:

Contractor shall be compensated based off the details outlined in **Exhibit A** and invoicing shall not exceed _____ including gross receipts tax.

This is the maximum amount that will be paid under this contract. This amount is not guaranteed unless the contractor fulfills requirements in **Exhibit A** and submits invoices according to **Exhibit B** and after invoices are approved by the **SWREC and Member Districts**. The total price **includes time and effort, the cost for any travel, and any additional expenses associated with the completion of the scope of work** as outlined in **Exhibit A**. Documentation of services performed will be maintained by the Contractor and submitted with invoice for payment according to instructions per **#4. Payment**.

3. Expenses.

All expenses are inclusive in the price, Paragraph 2.

4. Payment.

Payment for services rendered in connection with such services will be rendered to the Contractor **within 30 days** after receipt by the SWREC of a detailed signed statement of account or invoice that must be submitted according to the **Schedule of Invoicing in Exhibit B** including the description of the type of activity and amount, and any other required documentation the Customer may need to the SWREC accounts payable department at the email address of accountspayable@swrecnm.org Nothing contained in this Agreement shall require SWREC to pay for any unsatisfactory work, as determined by SWREC, or for work that is not in compliance with the terms of this Agreement. In no event shall 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.

5. Terms.

The work to be completed under this Contract shall begin <DATE> and must be completed on or before <DATE>, unless terminated in accordance with Paragraph 6 of this Contract.

6. Termination. This Contract may be terminated for any reason by either Party upon written notice to the other party at least 30 days prior to the effective date of termination. By such termination, neither party may nullify, nor effect obligations previously incurred for performance or failure to perform prior to the date of termination.

7. Assignment.

Contractor shall not assign or subcontract any portion of the services to be provided in this contract without prior written approval of the Executive Director.

8. Appropriations.

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the appropriate state and federal authorities for the performance of this Contract. If sufficient appropriations are not made, this Contract shall terminate upon written notice by SWREC to Contractor. SWREC's notification related to sufficient appropriations shall be accepted by Contractor and shall be final.

9. Confidentiality.

The Contractor shall maintain the confidentiality of any "education record" as defined by and in accordance with the regulations under the Family Educational Rights and Privacy Act (FERPA). Contractor acknowledges that any unauthorized disclosure of confidential student information is a violation of FERPA and the implementing federal regulations found at Title 34, Code of Federal Regulations, Part 99. Contractor agrees to indemnify and hold SWREC harmless from any damages, claims, liabilities, and costs, including reasonable attorney's fees, in the event any unauthorized release of such information occurs.

Contractor understands that information it provides to SWREC may be subject to disclosure under the New Mexico Inspection of Public Records Act, Section 14-2-1 et. seq., NMSA 1978, as amended.

10. Product of Services.

The Contractor acknowledges the right of the U. S. Department of Education to have a royalty-free, non-exclusive, irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for federal government purposes. The Contractor acknowledges the right of the state Department of Education, school councils as defined by New Mexico statutes, and institutions enumerated in the New Mexico statutes, to have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for the respective purposes. The Contractor shall have the right to copyright materials developed only in the course of carrying out duties pursuant to this Contract.

11. Amendment.

This Contract shall not be altered, changed, or amended except by written agreement executed by the Parties.

12. Compliance with Law and Regulation.

This contract is governed by the laws and regulations of the state of New Mexico. The Contractor shall have no conflict of interest and comply with the Governmental Conduct Act. The Contractor shall abide by all federal and state laws, rules, regulations, executive orders, including but not limited to those requirements related to the laws and regulations that prohibit unlawful discrimination and equal employment opportunity under federal and state law. Contractor shall provide workers compensation benefits to its employees.

Any disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Courts of Luna County, New Mexico.

13. Records and Audits.

The Contractor shall maintain detailed time records that indicate date, time, and nature of services rendered for seven years. Such records are subject to inspection or audit by the SWREC, the Public Education Department, U.S. Department of Education, Department of Finance and Administration, and Office of the State Auditor.

14. Entire Agreement.

This Contract is the final and complete expression of the Parties. No promises, representations or oral

statements by either party shall be effective except as stated in this Contract. Modifications may be made only in writing if signed by both Parties.

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 remain valid and enforceable.

15. Working Relationship.

Contractor acknowledges that the Contractor is an independent contractor and not employee for any purpose of the SWREC.

16. Lobbying Certification.

The CONTRACTOR, by signing below, certifies to the best of his/her knowledge and belief, that:
No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

17. Contractor Assurance.

As a contractor, I assure that I possess the necessary credentials to qualify for payment of State Funds that flow from the contract with SWREC. I assure I possess a valid certificate or license authorizing myself as the contractor to teach, administer or perform if the certification or licensure is required under NMSA 1978 Section 22 Article 10A.

18. Indemnification.

The Contractor agrees that Contractor shall be responsible for claims and damages arising from the performance of this Agreement, caused by negligent or intentional act(s) or failure to act(s) by the Contractor or its agents, officers, employees, or subcontractors, resulting in injury or damage to persons or property during the time when services are being performed pursuant to this Agreement.

Any liability incurred by SWREC 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. SWREC 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.

The Parties agree to the terms as stated in the Contract and execute this Contract as of the date stated below:

Printed Name of Contractor

By: _____
Signature of Contractor or Authorized
Signer for Organization

Date

Approved:
Southwest Regional Education Cooperative

By: _____
Executive Director, Valerie Brea

Date

Exhibit A Scope of Work

The Contractor shall perform the following work (this may be updated to reflect the responses provided in the technical proposal):

- Provide evaluations during the school day at the specific school sites as requested by the participating school district.
- Complete diagnostic evaluation reports and submit them to the requesting district prior to invoicing for completed services.
- Contractor(s) must be willing to provide services onsite and in-person for participating member districts.
- Contractor(s) must be capable of utilizing online communication platforms such as Zoom or Microsoft TEAMS when and if agreed upon with participating member districts.
- Potential participating school districts/communities include Animas Public Schools, Cobre Consolidated Schools, Deming Public Schools, Hatch Valley Public Schools, Lordsburg Municipal Schools, Reserve Independent Schools, Truth or Consequences Municipal Schools, and Silver Consolidated Schools.

Educational Diagnostic Services

1. Ensure evaluations will take place during the school day at the specific sites as requested by the participating school district.
2. Ensure evaluations will comply with the New Mexico, IDEA, and district standards for determining eligibility for special education services.
3. Determine valid and reliable standardized assessment tools to be used for each student based on the student's age, referral criteria, and language strengths.
4. Ensure bilingual diagnosticians will evaluate in both Spanish and English as appropriate based on the student's language of academic instruction.
5. Ensure completed formal written reports will be delivered to the district following the evaluation's completion for use by the Eligibility Determination Team (EDT) to within the timeline to be compliant with New Mexico State Statute, IDEA, and district request, and as set forth by **NMAC 6.31.2.10**.
6. Ensure completed formal written reports will be delivered to parents of evaluated child no less than two (2) days prior to Eligibility Determination or IEP Meeting as set forth by **NMAC 6.31.2.10**.
7. Ensure a representative will be available to consult with the Eligibility Determination Team as required and consult with educational staff as requested.

Evaluation Interpretation Services

1. Ensure diagnosticians will be available to assist Eligibility Determination Teams and Individualized Education Plan committees in interpreting diagnostic test results and reports, in determining eligibility and in developing individual education plans.
2. Ensure diagnostician will consult with Eligibility Determination Team and instructional staff upon request.
3. Ensure availability to attend EDT meetings, which can be scheduled in half-day or entire day increments. Face-to-face is preferred, but online communication platforms such as Zoom or Microsoft TEAMS may be utilized when and if agreed upon with the participating member districts.
4. Ensure diagnostic interpretations be completed at the scheduled EDT meetings or IEP meetings.
5. Follow SWREC established procedures for scheduling and completing evaluations and reports for participating member districts.

Exhibit B
Schedule of Invoicing

Performance Period	Invoice Submission Date
July 2024.....	August 5, 2024
August 2024.....	September 5, 2024
September 2024.....	October 5, 2024
October 2024.....	November 5, 2024
November 2024.....	December 5, 2024
December 2024.....	January 5, 2025
January 2025.....	February 5, 2025
February 2025.....	March 5, 2025
March 2025.....	April 5, 2025
April 2025.....	May 5, 2025
May 2025.....	June 5, 2025
June 2025.....	June 24, 2025

FINAL INVOICES FOR THE 24.25 FISCAL YEAR MUST BE SUBMITTED
NO LATER THAN 06/24/2025

Failure to adhere to the payment schedule listed above without prior written approval may result in non-payment.

Please submit all invoices to the accounts payable email at: accountspayable@swrecnm.org