

NEW MEXICO CONNECTIONS ACADEMY

Santa Fe, New Mexico

REQUEST FOR PROPOSALS (RFP)

Ancillary Services

RFP #2021-003

RFP Release Date: March 25, 2021

RFP Due Date: May 14, 2021 12:00pm Mountain Time (MT)

Legal Advertisement

ADVERTISEMENT FOR PROPOSAL

NEW MEXICO CONNECTIONS ACADEMY, Santa Fe, NM, will receive sealed proposals until 12:00 pm Mountain Time on May 14, 2021 for: Ancillary Services.

The RFP will become available on March 25, 2021. All proposals must be submitted electronically according to Section III Response Format and Organization below. A list of qualifications and specifications, instructions to Offerors, and RFP forms can be obtained by email request (New Mexico Connections Academy, c/o Sandra E Beery, sbeery@nmca.connectionsacademy.org ,) or by visiting New Mexico Connections Academy's website at: <http://www.connectionsacademy.com/new-mexico-online-school>.

NEW MEXICO CONNECTIONS ACADEMY reserves the express right to accept or reject any or all proposals.

Sandra E Beery, Ed.D.
Executive Director
New Mexico Connections Academy

**NEW MEXICO CONNECTIONS ACADEMY
SANTA FE, NM**

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I. INTRODUCTION

A. PURPOSE OF THE REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Ancillary Services for New Mexico Connections Academy (NMCA).

B. BACKGROUND INFORMATION

New Mexico Connections Academy (NMCA) is a public charter school operating in the State of New Mexico. NMCA is a tuition-free public online school serving students in grades 4-12. The mission of New Mexico Connections Academy is to help each 4-12 student throughout the State of New Mexico who needs an alternative to the traditional classroom maximize their potential and meet the highest performance standards through a uniquely individualized learning program. NMCA provides access to high quality NM-certified teachers, and high parent or learning facilitator involvement.

C. SCOPE OF PROCUREMENT

NMCA is seeking a set of Ancillary Services to include: Speech and Language Services, Occupational Therapy, Physical Therapy, Autism Support, etc. [Per the Procurement Code, Section 13-1-150 NMSA 1978, a contract for professional services may not exceed four years, including all extensions and renewals. NMCA reserves the right to extend any potential awarded contract(s) per Section 13-1-150.]

The Scope of Work includes the following Ancillary Services both virtually and in person:

- Speech and Language Services and Evaluations
- Occupational Therapy Services and Evaluations
- Physical Therapy Services
- Social Work Services and Evaluations
- Clinical School Psychological Services & Evaluations
- Autism Support
- Educational Diagnostic Testing
- Review of Student Records
- Participation in the IEP process and meetings
- BASC Testing
- CARS, GARS, ASRS, or GAD Testing
- Group Therapies
- Virtual Occupational Therapy Services
- Completion of Progress Reports and IEP reports
- Other Social Work and Psychological Services as agreed upon

D. PROCUREMENT MANAGER

New Mexico Connections Academy has assigned a Procurement Manager whose name, address, telephone number and email address are listed below and who is responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other staff, employees or Evaluation Committee members do not have the authority to respond on behalf of New Mexico Connections Academy.

Name: Sandra E. Beery, Ed.D., Procurement Manager
Address: New Mexico Connections Academy
4001 Office Court Dr.
Santa Fe, NM 87507
Phone #: (505) 428-2130
Email: sbeery@nmca.connectionsacademy.org

All deliveries of responses via email include: RFP #2021-003, Ancillary Services NMCA in the subject line and be addressed to:

Name: Ashley Woodard, Procurement Assistant
Email Address: Ashley.w@vigilgroup.net
Phone number: 505-938-7717
Reference: RFP #2021-003, Ancillary Services NMCA

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other staff, employees or Evaluation Committee members do not have the authority to respond on behalf of New Mexico Connections Academy.

E. DEFINITION OF TERMINOLOGY

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

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

“Business Hours” means 8:00 am – 4:00 pm Mountain Standard Time.

“Close of Business” means 4:00 pm Mountain Standard Time.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means any business having a contract with a state agency or a local public body.

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision.

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

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Finalist” means an Offeror who meets at the mandatory specifications of this Request for Proposals and whose score on the evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that includes travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“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.

“Minor Technical Irregularities” are anything in the proposal that do not affect the price, quality or quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Price Agreement” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity of limitations of the contract, if any.

“Procurement Officer” means any person or designee authorized by a state agency or a local public body to enter into or administer contracts and make written determinations thereto.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to entertain procurements.

“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.

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

“Responsible Offeror” means an Officer who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production of 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.

“Responsive Offeror” means an offer which 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.

“School” means New Mexico Connections Academy.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.

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

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	Due Date
Issue RFP	March 25, 2021
Submission of Proposal	May 14, 2021 12:00pm MT
Proposal Evaluation	May 19, 2021
Selection of Finalists	May 19, 2021
Contract Award	June 2, 2021
Protest Deadline	June 17, 2021

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 New Mexico Connections Academy on March 25, 2021.

2. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 12:00 pm MT ON May 14, 2021. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be emailed to the Procurement Assistant at the email address listed on Section I, Paragraph D. Emails must contain in the subject line the following: RFP #2021-003 Ancillary Services NMCA. Only electronic submissions will be accepted.

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

3. 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.

4. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify finalist Offerors as per the schedule in Section II, A, Sequence of Events or as soon as possible thereafter.

5. Contract Award

After review of the Evaluation Committee's Report and the signed contractual agreement, the School will award as per the schedule in Section II, A, Sequence of Event or as soon as possible thereafter. This date is subject to change at the discretion of the School.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the School, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

6. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. This protest period shall begin on the day following the award of the contract(s) and will end at 4:00 pm on the 15th day; June 17, 2021. Protests must be emailed, the subject line must contain: RFP #2021-003

Ancillary Services NMCA, and the email must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be emailed to:

Name: Ashley Woodard, Procurement Assistant
Email Address: Ashley.w@vigilgroup.net
Phone number: 505-938-7717
Reference: RFP #2021-003, Ancillary Services NMCA

Protests received after the deadline will not be accepted.

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.
3. 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 the School that may derive from this RFP. The School entering into a contractual agreement with a vendor will make payments to only the prime contractor.
4. 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 School awarding any resultant contract, 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 clearly identified as such in the transmittal letter. The School personnel will not merge, collate or assemble proposal materials.
6. Offeror's Right to Withdraw a 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.

7. Proposal Offeror 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

Proposals will be kept confidential until negotiations and award are completed by the School. 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 disclosure or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Confidential data is restricted to:

- Confidential financial information concerning the Offeror's organization;
- Any data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A to 57-3A-7 NMSA 1978.
- PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the School 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 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 RFP in no manner obligates the School, the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities. This RFP and the resulting contract in no manner obligate the School if the School's charter terminates for any reason during the RFP process, contract negotiations, or the contract term.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the School determines such action to be in the best interest of the State of New Mexico.

11. 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 School's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The School reviews that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. 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.

14. Basis for Proposal

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

15. Contract Terms & Conditions

The School reserves the right to negotiate with any Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The School discourages exceptions to contract terms and conditions in this RFP.

Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgement of the School (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

If the Offeror objects to any of the terms and conditions in this RFP strongly enough to propose alternative terms and conditions in spite of the above; the Offeror must propose specific alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the School and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief description of the purpose and impact, if any, of each proposed change followed by the specific proposed alternative writing.

16. Offeror's Terms & 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 School.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the School 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 proposals of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. 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.

20. Change in Contractor Responsibilities

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

21. Notice of Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, 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.

22. School Rights

The School 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 from the School written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or 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.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the School and of the State of New Mexico.

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 the School.

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

26. Electronic Mail Address Required

Part of the communication regarding this procurement may be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence.

27. 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 this RFP in the Offeror's possession and the version maintained by the School, the Offeror acknowledges that the version maintained by the School shall govern.

Please refer to: <http://www.connectionsacademy.com/new-mexico-online-school>.

28. Campaign Contribution Disclosure Form

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

29. Disclosure Regarding Responsibility

Any prospective Offeror and any of its Principals who seek to enter into a contract greater than twenty-thousand dollars (\$20,000) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

- Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency, or local public body.
- Have within a three-year period preceding this offer, been convicted of or had civil judgement rendered against them for: 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 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.
- Are presently indicted for, or otherwise criminally or civilly charged by any (federal, state or local) government entity with, commission of any of the offense enumerated in the second paragraph of this disclosure.

- Having preceded this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000 of which the liability remains unsatisfied.
 - o Taxes are considered delinquent if both of the following criteria apply:
 - 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. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - 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.
- 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 Manger 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.

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 an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This 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 School may terminate the involved contract for cause. Still further the School may suspend or debar the contract from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the School.

30. Conflict of Interest; Governmental Conduct Act

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

31. Multiple Source Award

A multiple source award may be made pursuant to the Procurement Code, Sections 13-1-110 NMSA 1978 when awards to two or more offerors are necessary for adequate delivery of service. New Mexico Connections Academy will make the determination setting forth the reasons for a multiple source award, if determined through this RFP process that it is in the best interests of NMCA and the State of New Mexico.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror shall submit only one proposal in response to this RFP. (To include the copies as stated in "B")

B. NUMBER OF COPIES

Offerors shall deliver:

- ZIP File 1: Three (3) copies of their Technical Proposal; All copies shall be in separate labeled folders; all confidential information in the proposal shall be clearly identified and easily segregated from the rest of the proposal.
- ZIP File 2: Three (3) copies of the Cost Proposal; All copies shall be in separate labeled folders.
- NO Hard copies of this RFP will be accepted.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Typewritten in standard PDF format and placed within ZIP files with folders labeled delineating each section.

1. 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 proposal must be

organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (ZIP File 1):

- a) Signed Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Specifications **(except cost information which shall be included in Cost Proposal/ZIP File 2)**
- e) Response to Contract Terms and Conditions
- f) Offeror's Additional Terms and Conditions
- g) Signed Campaign Contribution Form
- h) Resident Business Certificate or Resident Veteran Business Certificate
- i) Resident Business Preference or Resident Veteran Business Preference Form
- j) Other Supporting Material (Optional)

Cost Proposal (ZIP File 2):

Completed Cost Response

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 occur only in ZIP File 2 on the cost response form that is created by the Offeror.**

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.

2. Letter of Transmittal

Offerors' proposal must be accompanied by the Letter of Transmittal form located in Appendix C which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

- Identify the submitting business entity;
- Identify the name, title, telephone, and email address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.

- Identify the name, title, telephone, and email address of the person authorized to negotiate the contract on behalf of the organization (if different than above).
- Identify the names, titles, telephone and email addresses of the persons to be contacted for clarification/questions regarding proposal content.
- Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- Describe the relationship with any other entity which will be used in the performance of this contract award.
- Identify the following with a check mark and signature where required:
 - o Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
 - o Acceptance of Section V of this RFP; and
 - o Acknowledge receipt of any and all amendments to this RFP.
- Be signed by the authorized person identified above.

RFP Submittal Proposals must be submitted electronically by required date and time as noted on RFP document. Offerors understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Offerors also understand and agree that internet access, browsers, and operating systems are not supported by the School and/or its agents. Bidders are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.

RFP Term New Mexico Connections Academy reserves the right to enter into four (4) year contract with the awarded Offeror(s).

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. TECHNICAL SPECIFICATIONS

This section is used by the School to define what they require of the offerors.

1. Experience

Offerors **must**:

- Provide a description of relevant experience with state government, private sector, and schools. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Ancillary Services.

- Indicate how many other schools have contracted for Ancillary Services in the last two years, and what percentage of business revenue is derived from providing those products and services to schools.
- Describe at least two successes and failures while providing Ancillary Services to clients. Include how each experience improved the Offeror's services.

2. Business References

Offeror shall provide a minimum of three (3) references from similar contracts performed for private, state or local government, or schools within the last three years. **Offerors are required to submit Appendix D, Reference Form, to the business references they list. The business references must submit the Reference Form directly to the designee described in Section I, Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before the proposal submission deadline for inclusion in the evaluation process. Business References that are not received, or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. Additionally, the School reserves the right to consider any and all information available to it (outside the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Paragraph C.

Offerors shall submit the following Business Reference information as part of Offer:

- Client Name;
- Project/Contract Description;
- Project/Contract Dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP; and
- Client project manager name, telephone number, fax number and email address.

B. BUSINESS SPECIFICATIONS

1. Cost

Offerors must provide a complete summary of the costs related to the Ancillary Services. Cost can be measured by service, by the hour, and by product. All charges and costs listed must be justified and evidence of need documented in the proposal.

2. Resident Business Preference or Resident Veteran Business Preference

To ensure adequate consideration and application of 13-1-21 NMSA (as amended), Offerors must include a copy of their preference in this section. In addition, for resident Veterans Preference, the attached certification form (Appendix E) must accompany any Offeror and any business wishing to receive the preference must complete and sign the form.

3. Financial Stability
Offerors **must** submit copies of the most recent years independently audited financial statements, as well as financial statements for the preceding three years, if they exist. The submission **must** include the audit opinion, the balance sheet, and statements of income, cash flow, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror **must** state the reason, and instead, submit sufficient information to enable the Evaluation Committee to assess the financial stability of the Offeror.

4. Letter of Transmittal Form
The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form located in Appendix C. The form **must** be completed and must be signed by the person authorized to obligate the company.

5. Campaign Contribution Disclosure Form
The Offeror **must** complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See Appendix B)

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 by the Evaluation Committee in the evaluation of individual potential Offeror proposals by sub-category.

Factor	Points Available
A1) Technical Specifications	20 points
A2) Organizational Experience	10 points
A3) Organizational References	10 points
A4) Required Deliverables	30 points
B1) Cost	20 points
B2) Financial Stability	10 points
TOTAL	100 points

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. A1) Technical Specifications (see Table 1)

The Technical Specifications include:

- Signed Letter of Transmittal
- Table of Contents
- Proposal Summary
- Response to Specifications (**except cost**)
- Response to Contract Terms and Conditions
- Offeror's Additional Terms and Conditions
- Signed Campaign Contribution Form
- Resident Business Certificate or Resident Veteran Business Certificate
- Resident Business Preference or Resident Veteran Business Preference Form
- Other Supporting Material (optional)

2. A2) Organizational Experience (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. A3) Organizational References (see Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the Offeror's products and services, the timeliness of the services, responsiveness to problems and complaints and the level of satisfaction with the Offeror's overall performance.

4. A4) Required Deliverables (see Table 1)

All documents requested in this RFP have been included in the submitted proposal.

5. B1) Cost (see Table 1)

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

Lowest Responsive Offer Bid

_____ X Available Award Points (100 points)

This Offeror's Bid

6. B2) Financial Stability (see Table 1)

Points will be awarded based on the supporting documents that the Offeror submitted to allow the Evaluation Committee to determine the financial stability of the Offeror.

C. EVALUATION PROCESS

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.

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.

Responsive proposals will be evaluated on the factors in Section IV which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the School taking into consideration the evaluation factors set forth in Section IV will be recommended for an award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of the overall score.

APPENDIX A
REQUEST FOR PROPOSAL
ANCILLARY SERVICES
RFP #2021-003

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents and ending with Appendix E.

The acknowledgement of receipt should be signed and returned to the Procurement Assistant no later than May 5, 2021. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive any RFP amendments, if any are issued.

Organization: _____

Represented By: _____

Title: _____ Phone Number: _____

Email: _____ Fax Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature: _____ Date: _____

This name and address will be used for all correspondence related to this Request for Proposal.

Firm does / does not (circle one) intend to respond to this Request for Proposal.

Name: Ashley Woodard, Procurement Assistant
Email Address: Ashley.w@vigilgroup.net
Phone number: 505-938-7717
Reference: RFP #2021-003, Ancillary Services NMCA

APPENDIX B

Campaign Contribution Disclosure Form

Pursuant to NMSA, 1978, 13-1-19.1 (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 measure 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 the 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 DISCIPLINE.

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 or 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): _____

Signature

Date

Title

-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

APPENDIX C

Letter of Transmittal Form

RFP #2021-003

Offeror Name: _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL. Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL.

1. Identity (Name) and Mailing Address of the submitting organization:

Name:	
Mailing Address:	

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name:	
Title:	
Email Address:	
Telephone Number:	

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name:	
Title:	
Email Address:	
Telephone Number:	

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name:	
Title:	
Email Address:	
Telephone Number:	

5. Use of Sub-Contractors (Select One)

_____ No sub-contractors will be used in the performance of any resultant contract OR

_____ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra pages as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra pages as necessary)

7. Select all that apply:

_____ On behalf of the submitting organization named in item (1) above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.

_____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

_____ I acknowledge receipt of any and all amendments to this RFP.

Authorized Signature
(Must be signed by the person identified in item (2) above)

Date

APPENDIX D

REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of this RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Procurement Manager (contact info included again below) by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

Name:	Ashley Woodard, Procurement Assistant
Email Address:	Ashley.w@vigilgroup.net
Phone number:	505-938-7717
Reference:	RFP #2021-003, Ancillary Services NMCA

RFP #2021-003 REFERENCE QUESTIONNAIRE FOR:

(Name of Offeror)

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 NMCA, via the Procurement Assistant at:

Name: Ashley Woodard, Procurement Assistant
Email Address: Ashley.w@vigilgroup.net
Phone number: 505-938-7717
Reference: RFP #2021-003, Ancillary Services NMCA

This form is to be submitted no later than May 14, 2021 12:00pm MT, the due date for the RFP. This form must not be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact NMCA's Procurement Assistant listed above. When contacting NMCA, 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/Title/Position:	
Contact Telephone Number:	
Contact Email Address:	

QUESTIONS:

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

--

2. How would you rate this organization's knowledge and expertise?
 (3 = Excellent, 2 = Satisfactory, 1 = Unsatisfactory, 0 = Unacceptable)

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)

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

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

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	Comments

7. How satisfied are you with the services provided by the vendor?
(3 = Excellent, 2 = Satisfactory, 1 = Unsatisfactory, 0 = Unacceptable)

8. With which aspect(s) of the vendor's services are you **most** satisfied?

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

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

APPENDIX E

RESIDENT BUSINESS / RESIDENT VETERAN BUSINESS CERTIFICATION

Resident Business / Resident Veteran Business Preference 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 New Mexico Connections Academy declaring under penalty of perjury that during the last calendar year starting January 1 and ending 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 Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans' preference, I agree to report to New Mexico Connections Academy 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 representation made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.