



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

2002 SUDDERTH DRIVE, RUIDOSO, NM 88345  
(575) 257-2368 - [WWW.REC9NM.ORG](http://WWW.REC9NM.ORG)

## **REQUEST FOR PROPOSALS (RFP)**

**Region 9 Education Cooperative**

**RFP 26024  
Recruitment & Retention**

NIGP Commodity Code: 92418

RELEASE DATE: 5/22/2026

PROPOSAL SUBMISSION DATE: 6/19/2026

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## **i. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

Region 9 Education Cooperative (REC 9), on behalf of the New Mexico Public Education Department (NMPED), seeks a contractor(s) that will support NMPED in recruiting high school juniors and seniors, college freshmen and sophomores, and community college students into educator preparation programs.

All information regarding this RFP can be found at <https://www.rec9nm.org/rfps-bids> under the Requests for Proposals section.

### **B. SCOPE OF WORK**

This program is a strategic initiative designed to aggressively expand the trajectory of aspiring educators in New Mexico. By providing targeted resources to school districts and state charter schools, the New Mexico Public Education Department (NMPED) aims to cultivate a sustainable workforce from within our communities. The selected Offeror(s) will lead the recruitment and retention of high-school juniors and seniors, lower-division college students, and community college candidates, facilitating their seamless transition into accredited Educator Preparation Programs (EPPs) and through to full teacher licensure.

A core requirement of this initiative is the formalization of candidate intent and participation commitment. The selected Offeror(s) shall be responsible for securing NMPED approved signed Letters of Commitment from all program participants (recruited candidates), affirming their intent, upon participating in the Offeror's program and earning a teaching license, to serve in a New Mexico public education system for at least three years.

The Offeror shall implement a structured process for obtaining, documenting, and securely maintaining all Letters of Commitment, ensuring that documentation is complete, verifiable, and available for monitoring and reporting purposes upon request by NMPED.

For participants under 18 years of age, Contractor shall obtain signed parental/guardian consent for participation and for any Letter of Commitment. Letters of Commitment are program participation acknowledgments and not offers or contracts of employment, and shall not create unlawful employment obligations. Any service commitment must be consistent with applicable state law, district policies, and any incentive terms disclosed to participants and guardians.

Long-term program sustainability and participant retention are expected to be supported through the Offeror's implementation of high-quality technical assistance, structured mentorship, and ongoing participant support services. These services shall be designed to promote candidate success, persistence, and completion of program requirements, and to support successful entry and retention within the New Mexico public education workforce.

#### **Strategic Objectives:**

The Offeror(s) shall execute a comprehensive work plan designed to achieve the following:

- Scale the Educator Pipeline: Quantifiably increase the enrollment of diverse candidates into New Mexico Educator Preparation Programs (EPPs).
- Strengthen Institutional Ecosystems: Forge and maintain high-functioning partnerships between Local Education Agencies (LEAs) and EPPs to ensure alignment between candidate training and district needs.
- Deliver Specialized Professional Development: Design and facilitate evidence-based training modules that prepare recruits for the rigors of modern classroom environments.
- Ensure Data-Driven Accountability: Implement a rigorous evaluation framework and continuous improvement loop to measure program efficacy, candidate persistence, and long-term return-on-investment for the State.

### **Key Deliverables:**

#### Recruitment:

- Target Enrollment: Concentrated recruitment of high school recruits currently enrolled or have completed a career and technical education program of study.
- Career Technical Service Organization (CTSO) Engagement: Demonstrate active partnership with Career and Technical Student Organizations, to identify potential candidates, in coordination with and direction from NMPED
- Strategic Geographic Reach: Evidence of active engagement with 100% of identified rural LEAs and all statewide EPPs within the first six months.
- High-Needs Specialization: At least 70% of recruited candidates pursue educator preparation in "High Needs" subject areas (e.g., Special Education, STEM, Bilingual Ed, TESOL) as defined by NMPED.
- Candidate Commitment Rate: 100% compliance in securing signed Letters of Commitment from all recruited participants.

#### Professional Development:

- Training Completion Rate: Achieve a minimum 90% attendance and completion rate for all three mandated professional development sessions.
- Learning Efficacy: Minimum average score of 4.0/5.0 on post-session evaluations measuring content relevance and "readiness to teach."
- Early College Persistence: Maintain a 75% retention rate for early college students within the program through the transition to upper-division coursework.
- Cost-Free Compliance: 100% verification that no fees were charged to participants or participating LEAs for Professional Development activities
- CTE-to-College Bridge: Deliver specialized support to Career Technical Education (CTE) students to ensure college persistence, specifically focusing on the transition from high school CTE completion to the first year of an EPP.

#### Reporting and Communication:

- Interim Activity Reports: Submitted monthly, detailing outreach volume, site visits, and raw recruitment data.
- Quarterly Strategic Reviews: Formal presentations to NMPED leadership to analyze Key Performance Indicators (KPI) trends and pivot strategies if targets are not being met.
- Annual Impact Report: A comprehensive dossier including the external evaluation, cumulative metrics, and a qualitative analysis of "Equity, Excellence, and Relevance" in program delivery.

#### Staffing and Logistics:

- Responsiveness: Maintain an average response time of under 24 business hours for all inquiries from LEAs, EPPs, and NMPED.
- Engagement Ratios: Maintenance of a NMPED-approved Staff-to-Student Ratio
- Project Timeline: Adhere to a project plan timeline of key activities and deliverables
- Prioritize site visits and mentoring: Conduct documented site visits and mentorship sessions maintaining a consistent follow-up cadence to ensure candidate persistence.

#### Evaluation:

- Allocate 5% of the total budget to hire an external evaluator.
- CTE Conversion Rate: The Offeror shall track and report the percentage of students who completed 2+ CTE courses who successfully sign the Letter of Commitment.
- Data Transparency: The Offeror shall maintain a robust data management system to track and report verified quantitative metrics and qualitative insights.
- Data Integration: The Offeror shall seamlessly coalesce with the external evaluator's findings to produce a comprehensive Sustainability Roadmap, providing NMPED with actionable strategies for long-term program viability.

#### Program Integrity:

- Ensure all materials and communications reflect
  - Equity – inclusive outreach and culturally responsive practices.
  - Excellence – rigorous, evidence-based content and training.
  - Relevance – localized content that reflects New Mexico's culture and educational needs.

### ***C. PROCUREMENT AND CONTRACT CONTACT***

This RFP may result in multiple contractual award(s) between the two parties (awarded Offeror and the Agency). The Agency may award contracts to one or more Offerors whose proposals are determined to be most advantageous to the Agency, considering technical qualifications, experience, geographic coverage, capacity, and cost. The Agency reserves the right to award multiple contracts for the same scope of work to ensure adequate statewide coverage and program capacity.

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

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

Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

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

Procurement Coordinator:

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

**Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Region 9 Education Cooperative, Procurement Coordinator listed above. Offerors may contact ONLY Region 9 Education Cooperative, Procurement Coordinator regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond.

**Protests of the solicitation or award must be delivered by mail to the Region 9 Protest Manager.** ONLY protests delivered directly to the Protest Manager in writing in the 15 calendar day protest period will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted, nor will protests delivered to Region 9 Education Cooperative, Procurement Coordinator be considered properly submitted.

Protest Manager:

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

#### ***D. DEFINITION OF TERMINOLOGY***

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

1. **“Agency”** is the issuing agency of procurement, contracts, purchase orders and all aspects associated with contract/procurement management. Agency shall be used, unless otherwise written specifically identifying the entity.
2. **“Close of Business”** means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

3. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
4. **“Contract Manager”** means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.
5. **“Contractor”** means any business having a contract with a state agency or local public body.
6. **“Deliverable”** means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.
7. **“Department of Information Technology”** means the New Mexico Department of Information Technology which is responsible for operating the data center and all communications related items.
8. **“Desirable”** the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).
9. **“Determination”** means the written documentation of a decision of a procurement manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.
10. **“DFA”** means the Department of Finance and Administration for the State of New Mexico.
11. **“DFA/CRB”** means the Contracts Review Board of the Department of Finance and Administration for the State of New Mexico.
12. **“Evaluation Committee”** means a body appointed by the Agency management to perform the evaluation of offeror proposals.
13. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for submission for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
14. **“Finalist”** is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.
15. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

16. **“Mandatory”** The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.
17. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
18. **“New Mexico Employee”** means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.
19. **“Offeror(s)”** is any person, corporation, or partnership who chooses to submit a proposal.
20. **“Procurement Manager”** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive proposals.
21. **“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.
22. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section iii. H. of this RFP) blacked-out **BUT NOT** omitted or removed.
23. **“Request for Proposals”** or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
24. **“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.
25. **“Responsive Offer or Responsive Proposal”** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

- 26. **“Responsible Offeror”** means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources production, or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.
- 27. **“Solicitations”** means ITBs and RFPs.
- 28. **“State (the State)”** means the State of New Mexico.
- 29. **“State Purchasing Agent”** or **“SPA”** means the purchasing agent for the State of New Mexico or a designated representative.

**E. ELIGIBLE APPLICANTS**

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

**ii. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement. Region 9 Education Cooperative reserves the right to alter or update the schedule. Region 9 Education Cooperative will make every effort to adhere to the schedule.

**A. SEQUENCE OF EVENTS**

The Procurement Manager will make every effort to adhere to the following Sequence of Events Schedule. *Each Action shall be submitted no later than 3:00 p.m. Mountain Standard Time/Daylight Time on the Due Date listed.*

Action	Responsible Party	Due Dates
Issue RFP	Region 9 Education Cooperative	<b>5/22/2026</b>
Distribution List	Potential Offerors	<b>6/3/2026</b>
Deadline to Submit Questions	Potential Offerors	<b>6/3/2026</b>
Response to Written Questions	REC 9	<b>6/9/2026</b>
<b><i>Submission of Proposal</i></b>	<b><i>Potential Offerors</i></b>	<b>6/19/2026</b>
Proposal Evaluation	Evaluation Committee	<b>6/22/2026 -6/26/2026</b>
Selection of Finalists	Evaluation Committee	<b>6/22/2026 -6/26/2026</b>
Oral Presentations by Finalists (At Region 9 and NMPED's Discretion)	Offerors/Evaluation Committee	<b>6/22/2026 -6/26/2026</b>

Finalize Contractual Agreements	Agency/Finalist Offerors	6/22/2026 -6/26/2026
Contract Awards	Agency/ Finalist Offerors	6/29/2026
Protest Deadline	REC 9	15 days after award

**B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in **Section II –A SEQUENCE OF EVENTS** above.

**Issuance of RFP**

This RFP is being issued by Region 9 Education Cooperative on **5/22/2026**. The RFP may be viewed and downloaded at <https://www.rec9nm.org/rfps-bids>.

**Distribution List**

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

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

LINK TO ACCESS THE DISTRIBUTION LIST ---->  
[https://docs.google.com/forms/d/e/1FAIpQLSfODOYYPPPL60IX\\_SCMOEg\\_zf41bAJB4tm3OIBUEDnY5SmAeQ/viewform?usp=publish-editor](https://docs.google.com/forms/d/e/1FAIpQLSfODOYYPPPL60IX_SCMOEg_zf41bAJB4tm3OIBUEDnY5SmAeQ/viewform?usp=publish-editor)

**Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP. All written questions must be e-mailed to [contracts\\_procurement@regionix.org](mailto:contracts_procurement@regionix.org). Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

**Response to Written Questions**

Written responses to written questions will be provided via email and posted as an Addendum to the RFP on <https://www.rec9nm.org/rfps-bids>. by the Procurement Manager on or before the time and date indicated in the Sequence of Events.

**Submission of Proposal**

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

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

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE DATE OUTLINED IN THE SEQUENCE OF EVENTS SCHEDULE SET FORTH ABOVE. NO LATE PROPOSALS CAN BE ACCEPTED. The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks "Submit." Such electronic submissions will be considered sealed in accordance with statute.

*It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically. The proposal submission system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the online proposal submission system: <https://www.formpl.us/form/5009275953938432> will be deemed late. Further, a submission that is not fully complete and received via the proposal submission system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, NO LATE PROPOSAL CAN BE ACCEPTED.*

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

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

### **Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the **Sequence of Events**, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

### **Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors in accordance with the schedule set forth above. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations/demonstrations will be determined at this time.

## **Best and Final Offers**

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

## **Oral Presentation and/or Product Demonstrations by Finalists**

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

## **Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror in accordance with the Sequence of Events, or as soon thereafter. . This date is subject to change . In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the Agency reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **Contract Awards**

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

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

## **Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. ONLY protests delivered directly to the Protest Manager in writing within the protest period will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to Region 9 Education Cooperative, Procurement Coordinator be considered properly submitted.

The 15 calendar day protest period shall begin on the day following the actual date of Contract Awards and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below.

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

The protest must be delivered to:

Name: Region 9 Education Cooperative  
Bryan Dooley, Executive Director  
Address: 2002 Sudderth Dr., Ruidoso, NM 88345  
Telephone: (575) 257-2368  
Fax: (575) 257-2141  
Email: [bryan.dooley@regionix.org](mailto:bryan.dooley@regionix.org)  
Protests received after the deadline will not be accepted.

### **iii. GENERAL REQUIREMENTS**

#### **A. ACCEPTANCE OF CONDITIONS GOVERNING THE PROCUREMENT**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the electronic submission form. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in *Section IV, G. Evaluation* of this RFP.

#### **B. INCURRING COST**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

#### **C. PRIME CONTRACTOR RESPONSIBILITY**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

#### **D. SUBCONTRACTORS/CONSENT**

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

#### **E. AMENDED PROPOSALS**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Region 9 Education Cooperative personnel will not merge, collate, or assemble proposal materials.

**F. OFFEROR'S RIGHTS TO WITHDRAW PROPOSAL**

- 1) Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request electronically and signed by the Offeror's duly authorized representative.
- 2) The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

**G. PROPOSAL OFFER FIRM**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

**H. DISCLOSURE OF PROPOSAL CONTENTS**

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

a. ***Proprietary and Confidential information is restricted to:***

1. confidential financial information concerning the Offeror's organization; and
2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.

b. If the offeror chooses to redact Proprietary and Confidential information, an additional but separate redacted version of Offeror's proposal, as outlined and defined in this RFP shall be submitted, on or before the Proposal Submission date as indicated in the Sequence of Events. A redacted proposal, in accordance with state law, containing the blacked-out proprietary or confidential information, shall be used in order to facilitate eventual public inspection (IPRA) of the non-confidential version of Offeror's proposal.

**IMPORTANT:** The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

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

***I. NO OBLIGATION***

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

***J. TERMINATION OF RFP***

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of Region 9 Education Cooperative.

***K. SUFFICIENT APPROPRIATION***

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

***L. LEGAL REVIEW***

Region 9 Education Cooperative requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

***M. GOVERNING LAW***

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

***N. BASIS FOR PROPOSAL***

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

***O. CONTRACT TERMS AND CONDITIONS***

1. The contract may follow the format specified and contain the terms and conditions set forth in the Sample Contract Appendix F. However, the Agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

2. Exceptions from the contract terms and conditions as set forth in the RFP Sample Contract are discouraged. Such exceptions may cause a proposal to be rejected as non responsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

3. Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX F) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

5. The initial contract resulting from this RFP will be for a period of one year. The contract may be extended beyond the original contract period by one-year or multi-year renewal options for a maximum of three additional years, at the Agency's sole discretion and by mutual agreement. The contract term will not exceed a total of four (4) years.

***P. CONTRACT DEVIATIONS***

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

***Q. OFFEROR QUALIFICATIONS***

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

***R. RIGHT TO WAIVE MINOR IRREGULARITIES***

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

***S. CHANGE IN CONTRACTOR REPRESENTATIVES***

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

***T. NOTICE OF PENALTIES***

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

***U. AGENCY RIGHTS***

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

***V. RIGHT TO PUBLISH***

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from Region 9 Education Cooperative and or written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

***W. OWNERSHIP OF PROPOSALS***

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

***X. CONFIDENTIALITY***

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of Region 9 Education Cooperative.

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

***Y. ELECTRONIC MAIL ADDRESS REQUIRED***

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

***Z. USE OF ELECTRONIC VERSIONS OF THIS RFP***

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

**AA. NEW MEXICO EMPLOYEES HEALTH COVERAGE - Appendix A**

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.

**BB. CAMPAIGN CONTRIBUTION DISCLOSURE FORM- Appendix B**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, Appendix B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

**CC. CONFLICT OF INTEREST - Appendix C**

Offers must complete, sign and return the Conflict of Interest Form, Appendix C as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

**DD. SUSPENSION STATUS FORM - Appendix D**

Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
  - a. The tax liability is finally determined.
    - i. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge.
    - ii. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
5. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.) Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or

debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

***EE. New Mexico Preferences (if applicable)***

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

**A. New Mexico Business Preference**

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

**B. New Mexico Resident Veterans Business Preference**

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

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

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

**iv. RESPONSE FORMAT AND ORGANIZATION**

Any proposal that does not adhere to the requirements of this Section may be deemed non-responsive and rejected on that basis.

***A. NUMBER OF RESPONSES***

Offerors shall submit only one (1) proposal.

***B. METHOD OF SUBMISSION***

All proposals must be submitted electronically.

LINK TO ACCESS THE PROPOSAL SUBMISSION SYSTEM --->  
<https://www.formpl.us/form/5009275953938432>

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

***C. SUBMISSION FORMAT***

All information for the technical proposal must be combined into a single pdf file/document for uploading. File naming convention <COMPANY NAME\_RFP 26024>

#### **D. TECHNICAL ISSUES**

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

#### **E. PROPOSAL FORMAT**

All proposals must be submitted as follows:

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

#### **F. RESPONSE ORGANIZATION**

The proposal must be organized in the following format and must contain, at a minimum, all listed items in the sequence indicated. Offerors should respond in the form of a thorough narrative to each specification in correlation unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

##### **1. Technical Proposal**

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

##### **a. Experience and Organizational Capacity: (100 points)**

Offeror shall provide an introduction and organizational background demonstrating its qualifications, experience, and capacity to successfully perform the scope of work described in this solicitation. The response should clearly establish the Offeror's expertise, resources, and experience relevant to educator recruitment and workforce development initiatives.

At a minimum, the Offeror shall provide the following:

##### **1. Relevant Experience and Qualifications**

Demonstrate a proven track record in managing and implementing large-scale educator recruitment initiatives and/or comparable workforce development programs of similar scope, complexity, and scale. Responses should include the duration of services, size of the initiative, target population served, and measurable outcomes achieved.

##### **2. Past Performance and Geographic Reach**

Provide descriptions of specific engagements in which similar services were performed, including but not limited to national programs, state agencies, school districts, higher education institutions, or other public-sector organizations. For each example, include:

- Client name and location
- Description of services provided
- Contract term and approximate value, if applicable
- Outcomes or performance metrics demonstrating success

### 3. **Commitment to Equity, Excellence, and Relevance**

Provide evidence demonstrating the Offeror's commitment to advancing equity, excellence, and relevance in prior work. Responses should describe strategies, practices, or outcomes that:

- Increased access and opportunity for diverse or underserved populations
- Supported equitable recruitment and retention practices
- Improved program effectiveness and participant outcomes
- Ensured services aligned with community, workforce, or educational needs

### 4. **Organizational Capacity and Expertise**

Describe the organizational structure, staffing, and internal capabilities that support successful delivery of the proposed services. Include relevant staff qualifications, subject matter expertise, and any specialized experience directly related to educator recruitment or workforce initiatives.

Offerors shall clearly identify the geographic area(s) for which they are submitting a proposal and are capable of providing services. Offerors may propose to serve one or more regions of the State.

#### **b. References and Past Performance: (50 points)**

Offerors shall provide a minimum of three (3) professional references for projects completed within the past five (5) years that are similar in size, scope, complexity, and subject matter to the services requested in this solicitation. References must demonstrate the Offeror's successful performance in educator recruitment, workforce development, educational services, or comparable initiatives.

For each reference, the Offeror shall provide:

- Organization name
- Contact person name and title
- Telephone number
- Email address
- Contract or project period
- Brief description of services provided
- Description of the project scope, deliverables, and outcomes achieved

References may include state agencies, local education agencies, school districts, higher education institutions, or other public-sector or similarly regulated organizations. All references must represent verifiable professional or organizational relationships directly related to the Offeror's performance of comparable services. References must be provided by an authorized representative of the entity or organization. Personal, character, or non-business references shall be deemed non-responsive and will not be evaluated.

Evaluation of references and past performance may include, but is not limited to, the following factors:

#### 1. **Successful Performance on Similar Projects**

Demonstrated success in performing services of similar size, scope, complexity, and

operational requirements, particularly for state-level educational agencies or comparable public-sector entities.

2. **Quality of Partnership Management**

Evidence of effective communication, responsiveness, collaboration, stakeholder engagement, and ability to maintain productive working relationships throughout the duration of the project.

3. **Data Transparency and Reporting**

Demonstrated ability to provide accurate, timely, and transparent reporting, including performance metrics, project tracking, compliance reporting, and data-sharing practices consistent with client requirements.

4. **Timeliness and Reliability**

Evidence that services were delivered in accordance with contractual requirements, timelines, budgets, and performance expectations.

5. **Client Satisfaction and Outcomes**

Evidence of positive client outcomes, successful project implementation, and overall client satisfaction based on reference feedback or documented results.

References may be contacted to verify the Offeror's past performance, including but not limited to quality of work, adherence to schedules, responsiveness, professionalism, and overall satisfaction.

The Evaluation Committee reserves the right to consider information obtained from references, prior experience with the Offeror, and any other reliable sources in assessing past performance.

**c. Staffing Qualifications and Key Personnel: (100 points)**

Offerors shall provide a staffing plan that clearly identifies the personnel proposed to perform the services under this solicitation. The staffing plan shall demonstrate that the Offeror possesses the organizational capacity, subject matter expertise, and personnel necessary to successfully execute the contract requirements.

At a minimum, the Offeror shall provide the following:

1. **Project Staffing Plan**

Identify the total number of personnel proposed for the project and describe each team member's anticipated role and responsibilities.

2. **Job Descriptions and Qualifications**

Provide a job description and minimum qualifications for each proposed position involved in contract performance, including education, certifications, licensure (if applicable), years of experience, and relevant subject matter expertise.

3. **Key Personnel Experience**

Provide resumes, curriculum vitae, or summaries of qualifications for key personnel demonstrating relevant experience in projects of similar size, scope, and complexity.

Evaluation of staffing qualifications may include, but is not limited to, the following factors:

**A. Expertise in Career and Technical Education (CTE) Program Alignment**

Demonstrated knowledge and experience aligning educator recruitment, workforce development, or educational initiatives with Career and Technical Education (CTE) pathways, industry needs, workforce demands, or educational program standards.

**B. Knowledge of the New Mexico Educational Landscape**

Demonstrated understanding of New Mexico’s educational systems, educator preparation programs, licensure requirements, certification pathways, state policies, and workforce challenges relevant to educator recruitment and retention.

**C. Experience Managing High-Touch Mentorship Partnerships**

Demonstrated success developing, implementing, and managing mentorship, coaching, or partnership-based programs requiring ongoing stakeholder engagement, relationship management, participant support, and performance monitoring.

**D. Organizational Capacity and Personnel Availability**

Demonstrated ability to dedicate sufficient qualified personnel and resources to successfully meet project timelines, deliverables, reporting obligations, and contractual requirements.

**E. Relevant Experience and Stability of Staffing**

Demonstrated experience of proposed personnel in performing similar services and evidence of staffing continuity, reliability, and effective project management practices.

The Issuing Agency reserves the right to evaluate the qualifications and experience of all proposed personnel and to consider the relevance, depth, and quality of experience demonstrated in the Offeror’s response.

**d. Implementation Plan: (200 points)**

Offerors shall submit a comprehensive Implementation Plan describing their approach to successfully performing the scope of work. The plan must be specific, actionable, and demonstrate a clear understanding of the project requirements, target populations, and intended outcomes.

The Implementation Plan will be evaluated based on the following factors:

**1. Strategy for Reaching Rural Local Education Agencies (LEAs)**

Demonstrated ability to design and implement targeted outreach strategies to effectively engage rural LEAs. Evaluation will consider the clarity, feasibility, and appropriateness of proposed

methods, including communication approaches, partnership development strategies, and demonstrated experience working in rural or geographically dispersed educational settings.

## **2. Recruitment Strategy for High-Need Teaching Areas**

Quality and effectiveness of proposed strategies for recruiting candidates into high-need subject areas (e.g., STEM, special education, bilingual education, or other identified shortage areas). Evaluation will consider evidence-based recruitment methods, ability to address staffing shortages, and prior success in similar initiatives.

## **3. Methodology for Securing Letters of Commitment**

Clarity, practicality, and effectiveness of the proposed process for obtaining letters of commitment from participating partners, candidates, or institutions. Evaluation will consider the Offeror's ability to demonstrate structured engagement, stakeholder buy-in, and compliance with program requirements.

## **4. Project Timeline and Implementation Feasibility**

Quality, completeness, and realism of the proposed project timeline. Evaluation will consider whether milestones, deliverables, staffing assignments, and dependencies are clearly defined, logically sequenced, and achievable within the proposed performance period.

## **5. Experience Supporting Candidate Persistence**

Demonstrated experience implementing strategies that improve candidate retention, persistence, or program completion in educator preparation, workforce development, or similar programs. Evaluation will consider evidence of structured support systems, intervention strategies, and measurable outcomes.

## **6. Experience Supporting High School to College or Career Pathway Transitions**

Demonstrated effectiveness in supporting successful transitions from high school to postsecondary education or career pathways, particularly in education-related fields. Evaluation will consider prior program outcomes, partnership structures, advising or mentoring models, and evidence of sustained participant success.

### **e. Cost Proposal: (100 points)**

Offerors shall submit a complete and detailed Cost Proposal that demonstrates a clear, reasonable, and supportable relationship between the proposed scope of work and the associated costs. The Cost Proposal must be fully aligned with the Technical Proposal and include all costs necessary to successfully perform the requirements of the contract.

At a minimum, the Cost Proposal shall include:

- A detailed project budget showing all direct and indirect costs
- All personnel costs, including salaries and fringe benefits, expressed as Full-Time Equivalent (FTE) percentages allocated to the project
- All subcontractor or consultant costs, if applicable
- All applicable fees and taxes, including Gross Receipts Tax (GRT), clearly identified and incorporated

The Cost Proposal will be evaluated based on the following factors:

### **1. Budget Clarity and Completeness**

The extent to which the budget is clear, detailed, and sufficiently itemized to allow for a full understanding of how funds will be allocated. Evaluation will consider whether all required cost categories are included, appropriately labeled, and internally consistent with the Technical Proposal.

### **2. Cost Realism and Cost Effectiveness**

The extent to which proposed costs are reasonable, realistic, and appropriate for the level of effort described in the Technical Proposal. Evaluation will consider whether costs are aligned with market norms, demonstrate efficient use of resources, and support successful delivery of the scope of work.

### **3. Alignment Between Cost and Technical Approach**

The extent to which the proposed budget logically aligns with the staffing plan, implementation strategy, and project timeline. Evaluation will consider whether resources are appropriately allocated to support proposed activities and deliverables.

Reasonableness and allowability will be evaluated and lowest cost will not be a factor.

## **2. Mandatory Requirements** (Completed forms must be submitted with proposal)

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

- Appendix A - New Mexico Employees Health Coverage Form (Pass/Fail)
- Appendix B - Signed Campaign Contribution Form (Pass/Fail)
- Appendix C - Conflict of Interest Form(Pass/Fail)
- Appendix D - Suspension Status Form (Pass/Fail)
- Appendix E - Response to Contract Terms and Conditions (Pass/Fail)

## **3. Supplemental Information**

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

## G. EVALUATION

### A. Evaluation Point Summary and Factors

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other sources to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. Awards shall be made to the most responsible Offeror(s) whose proposals are most advantageous to the State taking into consideration the evaluation factors. The most responsible Offeror(s) is not determined by the highest score. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

<u>Evaluation Factors</u>	<u>Available Points</u>
The proposal is organized as described in <b>Section IV. Response Format and Organization</b> and contains all listed items in the sequence indicated.	Pass/Fail
<b>Experience and Organizational Capacity</b>	100
<b>References and Past Performance</b>	50
<b>Staff Qualifications and Key Personnel</b>	100
<b>Implementation Plan</b>	200
<b>Cost Proposal</b>	100
New Mexico Employees Health Coverage Form - Appendix A	Pass/Fail
Signed Campaign Contribution Form - Appendix B	Pass/Fail
Conflict of Interest Form - Appendix C	Pass/Fail
Suspension Status Form - Appendix D	Pass/Fail
Response to Contract Terms and Conditions - Appendix E	Pass/Fail
Offeror's Additional Terms and Conditions	<b>Optional</b>
New Mexico Resident Business Preference	<b>Optional</b>
New Mexico Resident Veterans Business Preference	<b>Optional</b>

### v. ADMINISTRATIVE REQUIREMENTS

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

- Proof of insurance as required in the SAMPLE CONTRACT Appendix F
- Contractor must be a registered business in the State of New Mexico with a CRS number

- Tax Identification: The Offeror must possess a tax identification number
- Offeror must provide background checks, as directed by Region 9, for all persons within the organization that will be providing on-site services within New Mexico schools.
- Federal W-9
- Contract after award is contingent upon receipt of an authorized NMERB Return to Work as a Contractor approval letter. (If applicable)

**APPENDIX A**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM  
R9 RFP 26024**

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 B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM R9 RFP 26024

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**“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.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

**Name(s) of Applicable Public Official(s) if any:** \_\_\_\_\_

**(Completed by State Agency or Local Public Body)**

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

\_\_\_\_\_

Nature of Contribution(s)

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Purpose of Contribution(s)

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(Attach extra pages if necessary)

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Signature

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Date

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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.

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Signature

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Date

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Title (Position)

**APPENDIX C**

**CONFLICT OF INTEREST FORM  
R9 RFP 26024**

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:

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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.

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**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST Status requirements and that he/she understands and will comply with these requirements. The undersigned

further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature of Offeror: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX D**  
**SUSPENSION STATUS FORM**  
**R9 RFP 26024**

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

**CERTIFICATION**

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

Signature of Offeror: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX E**

**RESPONSE TO R9 CONTRACT TERMS AND CONDITIONS  
R9 RFP 26024**

**Select one of the following:**

Offeror does **NOT** take any exceptions to the Contract Terms and Conditions as outlined in *Appendix F Sample Contract*

Offeror Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Offeror **DOES** take exceptions to the Contract terms and Conditions as outlined in *Appendix F Sample Contract*

Offeror Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX F**  
**SAMPLE CONTRACT**

**\* Contract subject to change based upon contract negotiations.**  
**PROFESSIONAL SERVICES CONTRACT**

Contract # 2X998000XXX

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

IT IS AGREED BETWEEN THE PARTIES:

**1. Engagement of Contractor.**

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

**2. Scope of Work.**

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

**3. Compensation.**

A. The Agency shall pay to the Contractor monthly payments for authorized services satisfactorily performed and expenses incurred pursuant to “ADDENDUM A,” such compensation not to exceed <XXXXXX> (\$XXXXXX), inclusive of gross receipts tax (GRT). Such compensation is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. There is no requirement imposed upon the Agency pursuant to this Agreement to purchase any quota of services hereunder.

B Nothing contained in this Agreement shall require the Agency to pay for any unsatisfactory work, as determined by the Agency, or for work that is not in compliance with the terms of this Agreement. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. The Contractor is responsible for notifying the Agency no less than 30 days prior to the services provided under this Agreement reaching the total compensation amount.

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

Paragraph 2, Scope of Work. All invoices MUST BE received by the Agency **no later than 5:00 pm MST on June , 202X**. Invoices received after such date WILL NOT BE PAID.

D. Contractor shall submit monthly detailed invoices accounting for all services performed and expenses incurred. If the Agency finds that the invoiced services or expenses are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services or expenses, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services or expenses have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**4. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY THE REC 9 EXECUTIVE DIRECTOR. This Agreement shall terminate on **June , 202X** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

**5. Termination.**

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

B. Notice; Agency Opportunity to Cure.

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

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

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon Agency's written notice to the Contractor if (i) the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

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

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

**6. Appropriations.**

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

**7. Status of Contractor.**

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

**8. Assignment.**

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

**9. Subcontracting.**

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

**10. Release.**

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

**11. Confidentiality.**

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

**12. Compliance with Law and Policies.**

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

A. Inspection of Public Records Act (IPRA)

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

**13. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor. Contractor shall further not cite to materials, data, analyses or reports developed or acquired under this Agreement without written permission of the Agency Executive Director or the Executive Director's Designee. The Contractor agrees to prepare and execute any licenses or transfers of copyright necessary to vest ownership in the Agency of any materials developed or acquired by the Contractor under this Agreement.

**14. Amendment.**

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

B. If the Agency proposes an amendment to the Agreement the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 5 herein, or to agree to the amendment as proposed.

**15. Merger.**

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

**16. Penalties for violation of law.**

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

**17. Applicable Law.**

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

**18. Records and Financial Audit.**

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

B. Contractor shall provide background checks, as directed by REC 9, for any employees or sub-contractors that may have contact with children. The Agency must obtain cleared background check results prior to the Contractor providing any services.

C. In accordance with House Bill 128, Contractor, if working in schools, will be required to submit a current resume for all individuals working on a school campus to REC 9 with a contact email address for each past employer that the individual worked with or around children. NM HB128: <https://www.nmlegis.gov/Sessions/21%20Regular/final/HB0128.pdf> Ethical misconduct definitions are found in NM HB 128. Individuals working in schools will also be assigned HB 128 applicable training(s) for completion by assigned deadline.

**19. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act(s) or failure to act(s) of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor of the Contractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the Agency by certified mail.

Any liability incurred by the Agency in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et. seq. NMSA 1978, as

amended. The Agency and its “public employees,” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement shall modify or waive any provision of the New Mexico Tort Claims Act.

**20. Invalid Term or Condition.**

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

**21. Enforcement of Agreement.**

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

**22. Notices.**

Notice by either party shall be in writing and shall be delivered by courier service, or U.S. mail, or by electronic mail to the receiving party designee as specified below. Electronic notification shall be deemed received at the time the party sending electronic notice receives written verification of receipt by the receiving party, including but not limited, to a read receipt.

To the Agency:  
Veronica Wadley  
2002 Sudderth Dr.  
Ruidoso, NM 88345  
[veronica.wadleyr@regionix.org](mailto:veronica.wadleyr@regionix.org)

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

**23. Authority.**

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

**24. Insurance.**

Contractor shall maintain in force during the entire term of this Agreement comprehensive general and/or professional liability insurance purchased from a company authorized to do business in the State of New Mexico and shall produce a copy of policy if requested by the Agency. Contractor understands and agrees that the Agency shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. The Agency recommends that Contractor obtain the insurance coverage

that Contractor determines is appropriate. Contractor understands that Contractor may be personally liable for injuries or damages if Contractor does not obtain insurance coverage. The Agency recommends that Contractor consult with an attorney if Contractor is uncertain about the need for or desirability of obtaining insurance.

**25. Minor Irregularities.**

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

**26. Publicity.**

Contractor will provide the Agency with an advance copy of any substantial communication that publicizes the work funded thereby. The Agency reserves the right to review and approve the use of its name in the context of such communication. The Contractor shall provide the Agency with five business days or a mutually agreed upon period to complete its review of such communication. No response will be deemed Agency approval.

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

By: \_\_\_\_\_  
Bryan Dooley  
Executive Director  
Region 9 Education Cooperative

Date: \_\_\_\_\_

By: \_\_\_\_\_  
<AUTHORIZED SIGNER NAME>

Date: \_\_\_\_\_

REVIEWED BY REC 9 Chief Procurement Officer (CPO)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

REVIEWED BY REC 9 IGA COORDINATOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **Addendum A**

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

**A. Scope of Work.**

<INSERT SOW>

**B. Duration of Scope of Work or Services Provided.**

Start Date:\*Contingent upon fully executed contract  
End Date: June X, 202X

**C. Budget.**

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

<b>Description</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total</b>

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

Note: Failure to uphold the terms and conditions of Addendum A., C. Budget and Section 3, Compensation D. may result in termination of contract.

**D. Administrative.**

**a. Prior to start date, Contractor must provide:**

1. Proof of General and/or Professional Liability Insurance
2. R9 Vendor Forms (if applicable)
  - a. Direct Deposit Form
  - b. Vendor Information Form

- c. ERB Screening Form
  - d. Background Check Verification Form
  - e. Federal W-9
3. Background Check (If applicable)

**b. Gross receipts tax (GRT)**

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

**c. Invoicing**

- Invoices shall align with the *Budget* and shall only include allowable costs as expressly written in *Addendum A, Section C. Budget*. Billing costs, including but not limited to, tax and professional services in excess of, or that do NOT align with the *Budget* shall only be allowable upon written approval from REC 9. Invoices will be subject to review and approval; billing inconsistencies may be subject to non-payment.
- All travel/mileage logs, meal and lodging receipts must accompany invoices when submitting for reimbursements, as applicable.
- Invoices to include: contractor’s current address, purchase order number, contract number, dates of service, detail of services provided per contract scope of work, daily time and effort reports (as applicable), invoice number designated by contractor, date of invoice (must be after services are rendered).
- All invoices MUST BE received by the Agency **no later than 5:00 pm MST on June X, 202X**. Invoices received after such date WILL NOT BE PAID.
- **Final Invoices** shall be marked as such.

Invoices, including summaries of work completed to date, are to be submitted **monthly** to REC 9.

Remit invoices to:

**Region 9 Invoice Submission Portal -----> XXXXXXXXXXXXX**

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

<NMPED NAME>;<EMAIL@XXXXXX>

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

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

*I have reviewed and agree to the information as set out in Addendum A \_\_\_\_\_*

**Contractors Initials**