

STATE OF NEW MEXICO
STATE PURCHASING COUNCIL FROM PERSONS WITH DISABILITIES

REQUEST FOR PROPOSALS (RFP)

Central Non-Profit Agency

June 21, 2012

RFP # 12--0002



STATE PURCHASING COUNCIL FROM PERSONS WITH DISABILITIES

Marcie Davis, Chair

P.O. Box 4578

Santa Fe, NM 87502

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New Mexico Employees Health Coverage Form 48

I. INTRODUCTION

1.0 Overview

The State Purchasing Council seeks a Central Non-Profit Agency in accordance with the specifications contained in this Request for Proposal (RFP). In particular, the services requested herein and to be provided under any contract awarded as a result of this RFP are for organizing and administering the State Use Program by engaging in useful and productive service contracts with the State of New Mexico and other public bodies and qualified individuals with disabilities and community rehabilitation programs (CRPs).

1.1 Purpose of This Request for Proposals

The State Purchasing Council From Persons with Disabilities, (Council) through the authority of the NMSA 1978, Section 13-1C-1 through Section 13-1C-7, TITLE 2 PUBLIC FINANCE CHAPTER 40 EXPENDITURE OF PUBLIC FUNDS PART 5 PURCHASING OF SERVICES FROM PERSONS WITH DISABILITIES, is responsible for selection and contracting with a Central Non-Profit Agency to provide statewide support for development of contracts for people with disabilities and community rehabilitation programs and the public bodies in the State of New Mexico.

This RFP is intended to solicit responses from non-profit organizations that are interested in providing the services listed below:

- Educating potential CRPs and individuals with disabilities about the requirements for certification to participate in the State Use Act;
- Recruiting and assisting CRPs and individuals with disabilities in developing and submitting applications for the selection of suitable services that are responsive to client agency needs;
- Distribution of service orders among the various CRPs and individuals with disabilities;
- Managing and coordinating the day-to-day operation of the program including the general accounting of service contracts with CRPs and individuals with disabilities;
- Promotion of increased employment opportunities for persons with disabilities.
- Assisting the CRPs and individuals with disabilities in soliciting and negotiating contracts;
- Direct marketing of services to customers;
- Researching and developing services;
- Public relations activities to promote the program;
- Customer relations;
- Education and training;
- Accounting services related to operations.

1.2 Summary Scope of Work

The contractor must manage the day-to-day operation of the State Use Program including, but not limited to:

- Capability to establish process to certify qualified individuals with disabilities and Community Rehabilitation Programs (CRPs);
- Marketing State Use services to existing and potential customers;
- Researching and developing existing/ new services;
- Providing superior customer service by monitoring customer satisfaction with services, as well as, by responding to customer complaints within one business day;
- Providing public relations duties by promoting State Use services;
- Recruiting at least 5 CRPs and 5 individuals with disabilities to participate in the program during the first year;
- Providing training to CRPs and individuals with disabilities;
- Resolving contract issues and/or problems as they arise between the CRPs, individuals with disabilities and customers, referring those that cannot be resolved to the State Purchasing Council;
- Providing an Annual Report that includes audited financial statements, an updated strategic plan, and an updated Projected Schedule of Expenses that details how the management fee is being allocated to directly support the State Use Program.
- The Annual Report will also detail what portion of the management fee is devoted to expanding direct services to programs and individuals that enhance the employment opportunities of the disabled and what percentage will be used for administrative overhead (i.e. salaries, etc.);
- Comply with state and federal tax laws; Providing accounting services related to purchase orders, invoices and payments for a major program;
- Working cooperatively with state and community leaders to promote services;
- Conducting business in an ethical manner;
- Following the directives of the State Purchasing Council from Persons with Disabilities, including other duties not listed in the Statute and Rule;
- Maintaining excellent external and internal communication;
- Maintaining an automated system that tracks and monitors sales of services;
- Maintaining all necessary records for audit purposes that are in accordance with the law and directives set forth by the State Purchasing Council from People with Disabilities.

1.3 Scope of Procurement

The scope of the procurement is to secure an agreement with a Central Non-Profit Agency who has the ability and resources to, and will, provide persons with disabilities and community rehabilitation programs with opportunities for doing business with public bodies in the State of New Mexico, in accordance with the State Use Act and the contract resulting from this procurement.

The term of the contract shall be for one year with up to three additional, optional one year extensions. In no case shall the total length of the contract, including all extensions, exceed 4 years in duration. This procurement will result in a single source award.

1.4 Procurement Manager

The Council has designated a Procurement Manager who is responsible for the conduct of this procurement. The Procurement Manager's name, address and telephone number are listed below.

Name: Marcie Davis
Title: Chair, State Purchasing Council
Address: P.O. Box 4578, Santa Fe, NM 87502

Telephone: (505) 505-424-6631
Fax Number: (505) 505-424-6632
E-mail: mdavis@davisinnovates.com

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees or Council members do not have the authority to respond on behalf of the State.

1.5 Definition of Terminology

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

This section contains definitions that are used through-out this procurement document, including appropriate abbreviations.

- 1.5.1 "Agency" means the New Mexico State Purchasing Council from Persons with Disabilities.
- 1.5.2 "Appreciable contribution" means significant labor of individuals with disabilities applied to a service.
- 1.5.3 "Brokering" means negotiating contracts, as an agency, between organizations or individuals, for compensation.
- 1.5.4 "Central non-profit agency" means a nonprofit agency approved pursuant to rules of the Council to facilitate the equitable distribution or orders and services of:

- (1) qualified individuals; and
 - (2) community rehabilitation programs.
- 1.5.5 "Contract" means an agreement for the procurement of items of tangible personal property or services.
- 1.5.6 "Contractor" shall mean successful Offeror who signs a binding contract.
- 1.5.7 "Council" means the New Mexico Council for purchasing from persons with disabilities.
- 1.5.8 "Community rehabilitation program" means a nonprofit entity:
- (1) that is organized under the laws of the United States or this state, operated in the interest of person with disabilities and operated so that no part of the income of which inures to the benefit of any shareholder or other person;
 - (2) that complies with applicable occupational health and safety standards as required by federal or state law; and
 - (3) that, in the provision of services whether or not procured under the State Use Act, employs during the state fiscal year at least seventy-five percent person with disabilities in direct labor for the provision of services.
- 1.5.9 "Determination" means the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- 1.5.10 "Desirable" The terms "may," "can", "should", "preferably", "prefers" or "requests" identify a desirable or discretionary item or factor.
- 1.5.11 "Evaluation Committee" means a body appointed by the Agency management to perform the evaluation of Offeror proposals.
- 1.5.12 "Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for price agreement award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
- 1.5.13 "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.
- 1.5.14 "Individual with a disability" means persons who have a mental or physical impairment that constitutes or results in substantial impairment to employment as defined by the federal Rehabilitation Act of 1973. A person who is receiving services pursuant to an individualized plan for employment from the vocational rehabilitation of the public education department or from the commission for the blind shall be presumed to be a

person with disability, as shall a person who is receiving supplemental security income or social security benefits based on disability.

- 1.5.15 "Integration" means equal access for non-disabled and individuals with disabilities: the process of ensuring employment opportunities to all regardless of disability.
- 1.5.16 "Mandatory" The terms "must", "shall", "will", "is required", or "are required" identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.
- 1.5.17 "Offeror" is any person, corporation, or partnership who chooses to submit a proposal.
- 1.5.18 "Procurement Distribution List" means the list of offerors whom, by returning the most currently required "Acknowledgement of Receipt" form (concerning the latest communication regarding a procurement), wish to continue to be notified of any subsequent changes regarding that procurement. This list is maintained by the procurement manager.
- 1.5.19 "Procurement Manager" means the person or designee authorized by the State to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
- 1.5.20 "Qualified individual" a person with a disability who is a business owner, or a business that is primarily owned and operated by persons with disabilities that employs at least seventy-five percent persons with disabilities in the provision of direct labor, which has been approved by the Council to provide services to state agencies and local public bodies.
- 1.5.21 "Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- 1.5.22 "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.
- 1.5.23 "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.
- 1.5.24 "Services" means those services that are to be provided by persons with disabilities or community rehabilitation programs and which are suitable for sale to state agencies and local public bodies.

1.5.25 “State Use Act program” means a program enacted through legislation by the New Mexico state legislature that allows meaningful employment opportunities through state and local government contracts to person with disabilities.

1.5.26 “Value added” means direct labor involved in delivering services and performed by persons with disabilities.

1.6 Background Information

New Mexico like a number of other states in the nation is involved in a major new initiative to increase employment opportunities for persons with disabilities. A coalition of advocates, community rehabilitation programs and state agency directors concerned with employment of persons with disabilities worked to pass House Bill 498, as amended during the 47th Legislative 1st session in 2005. The Council on Purchasing from Persons with Disabilities was created in accordance with a set of procedures in Subsection E of Section 9-1-5 NMSA 1978 that:

- (1) determine which services provided by person with disabilities are suitable for sale to state agencies and local public bodies;
- (2) establish, maintain and publish a list of all the services and periodically review and revise this list as products or services are added or removed. The Council shall make the list available to all purchasing officials of state agencies and local public bodies;
- (3) verify the fair market prices of the services identified and periodically revise the fair market prices in accordance with changing market conditions to ensure that services offer the best value for state agencies and local amounts being paid for similar services purchase by the federal government, the state and local public bodies and by private businesses, and the actual cost of performing the services at a community rehabilitation program employing persons with disabilities or by persons with disabilities who may be in business for themselves;
- (4) establish a procedure to certify eligible community rehabilitation programs and qualified individuals that have services suitable for procurement by state agencies and local public bodies that will be placed on the list established;
- (5) establish a procedure for approval of a central non profit agency that may hold contracts, facilitate the equitable distribution of order for services to be procured by state agencies and local public bodies and market approved services to state agencies and local public bodies;
- (6) establish procedures for the operation of the approved central non profit agency including a fee structure for its services;

- (7) address any other matter necessary to the proper administration for the State Use Act;
- (8) ensure that the work provides opportunities for integration with non disabled person, fair pay and adds value to the service provided.

1.7 Procurement Library

The State Purchasing Division has established a Procurement Library on behalf of the State Use Council. Offerors are encouraged to review the material contained in the Procurement Library by contacting the Procurement Manager or his designee. Offerors are welcome to take notes in the Procurement Library or to bring a portable copy machine to the library.

Other than Offeror-reproduced copies, materials cannot be removed from the library. The library contains information listed below:

Procurement Regulations, 1.4.1 NMAC, A copy may be obtained from the following web site address:

<http://www.generalservices.state.nm.us/statepurchasing/>

or

<http://www.nmcpr.state.nm.us/nmac/parts/title01/01.004.0001.htm>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

2.0 Overview

This section of the document contains the RFP schedule for the procurement, describes the major procurement events and milestones and specifies general conditions governing the procurement.

2.1 Sequence of Events

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

ACTION	RESPONSIBILITY	DATE
2.2.1. Issue RFP	Procurement Manager (PM)	6/21/12 (Thursday)
2.2.2. Pre-Proposal Conference	PM, Potential Offerors (PO)	6/29/12 (Friday)
2.2.3. Return of Acknowledgment of Receipt Form for Distribution List	PO	6/29/12 (Friday)
2.2.4. Deadline to Submit Additional Questions	PO	7/6/12 (Friday)
2.2.5. Response to Written Questions/ RFP Amendments	PM	7/13/12 (Friday)
2.2.6. Submission of Proposal	Offerors	7/25/12 (Wednesday) 3:00 PM MDT
2.2.7. Proposal Evaluation	Evaluation Committee (EC)	7/25/12 – 8/3/12
2.2.8. Selection of Finalists	EC	8/3/12 (Friday)
2.2.9. Best and Final Offer	Offerors	8/10/12 (Friday)
2.2.10. Finalize Contract	Council/Offeror	8/17/12
2.2.11. Contract Award	Council	8/17/12
2.2.12. Protest Deadline	Offerors	9/4/12

2.2 Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in the table in Paragraph 2.1.

2.2.1 Issue of RFP

This RFP is being issued by the State Purchasing Council from Persons with Disabilities.

2.2.2 Pre-Proposal Conference

A pre-proposal conference will be held on June 29, 2012, beginning at 10:00 a.m., Mountain Daylight Time, at the Joseph Montoya Building in the Bid Room on the 1st Floor of the Joseph Montoya Building at 1100 S. St. Francis Dr. Santa Fe, NM 87505. Written questions from prospective Offerors will be answered at this meeting. Potential Offerors are encouraged to submit written questions in advance of the conference to the designated Procurement Manager (see Paragraph 1.4). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the pre-proposal conference. Attendance is not a prerequisite for submission of proposal but is highly encouraged.

2.2.3 Return of Acknowledgments of Receipt Form for Distribution List

Potential Offerors should hand deliver or return by facsimile, registered mail, or certified mail, the "Acknowledgment of Receipt Form" that accompanies this document (see Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization and delivered to the Procurement Manager not later than the date specified in the Sequence of Events. The procurement distribution list will be used for the distribution important information regarding this procurement. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP and the potential Offeror's organization name shall not appear on the distribution list.

2.2.4 Deadline to Submit Written Questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until close of business on the date specified in the Sequence of Events. All written questions must be sent by email and addressed to the Procurement Manager (see Paragraph 1.4).

2.2.5 Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed to all potential Offerors, whose organization name appears on the procurement distribution list, via electronic mail (e-mail). A valid e-mail address must be provided for this and other purposes. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the Offeror's representative, dated, and hand delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. (E-mail replies are unacceptable in this case).

Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, Offeror's organization name shall be dropped from the procurement distribution list. Written responses to written questions and any RFP amendments will be posted on the Purchasing Division web page at <http://www.generalservices.state.nm.us/spd/>.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than seven (7) days after the answers and/or amendments were issued.

2.2.6 Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION NO LATER THAN 3:00 PM MOUNTAIN DAYLIGHT TIME ON MONDAY, **July 25, 2012**, AT THE FOLLOWING ADDRESS. **Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals **must** be addressed and delivered to:

Name: Marcie Davis
Title: Chair, State Purchasing Council
Address: P.O. Box 4578
Santa Fe, NM 87502

Telephone: (505) 424-6631
Fax Number: (505) 424-6632
E-mail: mdavis@davisinnovates.com

Proposals must be labeled on the outside of the sealed package to clearly indicate they are in response to the Central Non-Profit Agency RFP. Proposals submitted by facsimile or other electronic means will not be accepted. A public log will be kept of the names of all Offerors. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

2.2.7 Proposal Evaluation

The evaluation of proposals will be performed by the Evaluation Committee (EC) composed of members of the Council. During this time, the Procurement Manager may initiate discussions with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

2.2.8 Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors.

2.2.9 Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date specified in the Finalist Notification Letter. Best and final offers may also be clarified and amended at finalist Offeror's oral evaluation.

2.2.10 Finalize Contract

The Contract will be finalized with the most advantageous Offeror. This date is subject to change at the discretion of the Council. In the event that mutually agreeable terms cannot be reached within the time specified, the Council reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or reserves the right to cancel the award.

2.2.11 Contract Award

After review of the Evaluation Committee Report and the signed contract, the Council will award the contract on the date specified in the Sequence of Events. This date is subject to change at the discretion of the Council Chair.

The Contract shall be awarded to the offeror whose proposal is most advantageous taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

2.2.12 Protest Deadline

Any protest by an Offeror must be in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at 5:00 pm MDT on the fifteenth (15) calendar day following the agreement award. Protests must be written and must include the name and address of the Protester and the request for the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be delivered to the following address:

Name: Marcie Davis
Title: Chair, State Purchasing Council
Address: P.O. Box 4578
Santa Fe, NM 87502

Telephone: (505) 424-6631
Fax Number: (505) 424-6632
E-mail: mdavis@davisinnovates.com

Protests received after the deadline will not be accepted.

2.3 General Requirements

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, 1.4.1 NMAC

2.3.1 Acceptance of Conditions Governing the Procurement

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

2.3.2 Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

2.3.3 Contractor Responsibilities

The contractor shall be solely responsible for performance under this contract. Using agencies will make contract payments only to the prime contractor.

2.3.4 Subcontractors

The use of subcontractors is allowed. If utilized, the prime contractor shall be solely responsible for the entire performance of the contract. Additionally, the prime contractor must receive approval, in writing, from the procuring agency hiring, before any subcontractor is used during the term of this agreement.

2.3.5 Amended Proposals

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

2.3.6 Offeror's Rights to Withdraw Proposal

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

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

2.3.7 Proposal Offer Firm

Responses to this RFP, including costs, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited by the Procurement Manager.

2.3.8 Disclosure of Proposal Contents

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

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

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

2.3.9 No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the use of offeror services until a valid written contract is approved by the appropriate government authorities.

2.3.10 Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the SPA determines it is in the best interest of the State of New Mexico.

2.3.11 Legal Review

The SPA requires that all Offerors agree to be bound by the general requirements as stated in this RFP. Any Offeror concerns must be promptly brought in writing to the attention of the Procurement Manager.

2.3.12 Governing Law

This procurement, and any agreement with Offerors that may result, shall be governed by the laws of the State of New Mexico.

2.3.13 Basis for Proposal

Only information supplied by the SPA in writing through the Procurement Manager or in this RFP should be used in the preparation of Offeror proposals.

2.3.14 Contract Terms and Condition

The contract between the Council and a contractor will follow the format specified and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions." However, the Council reserves the right to negotiate with a successful Offeror provisions in addition to or modifications of those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the state contract.

Should an Offeror object to any of the Council's terms and conditions, the Offeror must propose specific alternative language. The Council may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the Offeror's proposal.

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

2.3.15 Offeror's Terms and Conditions

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

2.3.16 Contract Deviations

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

2.3.17 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 Sections 13-1-83 and 13-1-85 NMSA 1978.

2.3.18 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 responding Offerors failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

2.3.19 Change in Contractor Representatives

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

2.3.20 Notice

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

2.3.21 Proposal Acceptance Rights

The Council reserves the right to reject or accept all or a portion of an Offeror's proposal.

2.3.22 Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Council written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or work which may derive from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or cancellation of the contract.

2.3.23 Ownership of Proposals

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

2.3.24 Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of services under this contract 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 Council.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Council's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Contractor(s) will not remove any copyright, trademark and other proprietary rights notice from the licensed software or related materials.

2.3.25 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.

2.3.26 Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Council, the version maintained by the Council shall govern.

2.3.27 New Mexico Employees Health Coverage

1. For all contracts solicited and awarded on or after January 1, 2008: 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:
 - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
 - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders

to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

2.3.28 Campaign Contribution Form

Offeror must complete and sign Appendix D, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. (For purposes of this requirement, the applicable elected public officials within the Executive Branch are the current Governor and Lieutenant Governor.)

2.3.29 . Pay Equity Initiative

“For all contracts solicited on or after July 1, 2010 and before October 1, 2010: If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must agree to complete and submit the required reporting form (PE10-249) within thirty (30) calendar days of contract award.

“For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required reporting form annually within thirty (30) calendar days of the annual contract anniversary date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

“Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

“Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.”

2.3.30. Disclosure Regarding Responsibility

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

- A. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
- C. Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
- D. Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied.
 - 1. Taxes are considered delinquent if both of the following criteria apply:
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. 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.
- E. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business

dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Procurement Manager or Buyer. If it is later determined that the Offeror 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.

III. RESPONSE FORMAT AND ORGANIZATION

3.0 Overview

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

3.1 Number of Responses

Potential offerors shall submit only one proposal in response to this RFP.

3.2 Number of Copies

Offerors shall deliver the number of copies of their proposal indicated in Section 3. below to the location specified in Paragraph 2.2.6, on or before the closing date and time for receipt of proposals. Within each section of their proposal, offerors address the items as they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate sections of the proposal.

3.3 Proposal Format

All proposals must be typewritten on standard 8 1/2 x 11 paper and placed within the specified binders with tabs delineating each section. Each binder must be physically separate. (Also reference paragraph 3.4.5 Marking of Binders)

3.4 Proposal Organization

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

3.4.1 Organization and Indexing.

Each proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated with a tab for each item listed below.

Binder #1 (Mandatory) [1 original + 5 copies (6 separate binders total) required]

- a. Letter of Transmittal Form
- b. Table of Contents
- c. Proposal Summary (Optional*)
- d. Response to Specifications

Binder #2 (Mandatory) [1 original + 1 copy (2 separate binders total) required]

- a. Completed Offeror Fee Response Form (Appendix C)
- b. Campaign Contribution Disclosure Form (Appendix D)
- c. Employee Health Coverage Form (Appendix F)
- d. Response to Agency Terms and Conditions (If any, optional)
- e. Offeror's Additional Terms and Conditions (If any, optional)

Binder #3 (Optional) [1 original + 5 copies (6 separate binders total) required, if submitted]

Any Supporting Materials

* Optional Proposal Summary is for informational overview only and will not be scored.

3.4.2 Order of items

Within each section of their proposal(s), Offerors should address the items in the order in which they appear in this RFP.

3.4.3 Inclusion of completed forms.

All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

3.4.4 Costs, rates, or expenses discussion.

All discussion of the proposed costs, rates, or expenses must occur only in the Offeror Fee Response Form, Appendix C, unless otherwise stated.

3.4.5 Marking of binders

Proposal binders should be clearly labeled and numbered. The original copy of each binder should be clearly marked as “Original” on the front of the binder.

3.4.6 Other supporting material

Offerors may attach other materials that they feel may improve the quality of their responses. Unless provided in specific response to the requirements this material should be included in Binder #3. While the material in Binder #3 may be reviewed by members of the evaluation committee for background information, it WILL NOT be included in the scoring of the proposal.

3.5 Letter of Transmittal Form

Each proposal must be accompanied by the completed and signed letter of transmittal form (Appendix E) placed in Binder #1.

IV. SPECIFICATIONS

4.0 Overview

This section contains the mandatory and desirable specifications as well as related information. Offerors must respond to the mandatory specifications and should respond to the desirable specifications of this RFP providing the required responses, documentation or assurances, and complete the Offeror Fee Response Form attached as Appendix C. Failure to respond to a desirable requirement will result in zero (0) points being awarded for that specification.

4.1 Information

4.1.1 Funding

No funding will be made available by the State of New Mexico for this effort. Offerors must be prepared to fund the start-up effort and continue the contract at their own expense until the effort becomes self-sustaining. The contractor can keep up to a 6% fee for service contracts.

4.1.2 Facilities Provided

No facilities are being provided for contractor use as part of this contract.

4.2 Mandatory Specifications

FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

4.2.1 Performance of Scope of Work

The scope of work shall consist of providing the products and services defined in the contract at Appendix B. The offeror must agree to perform the scope of work as defined in the contract at Appendix B. A statement of concurrence is required.

4.2.2 Private, Non-Profit Entity

Offerors must be a private, non-profit entity. A statement of concurrence is required. Preference shall be given for New Mexico private, non-profit corporations.

4.2.3 Mission Including Employment of Persons with Disabilities

Offerors must have a mission which includes employment of persons with disabilities. Offerors must submit a detailed narrative describing how they meet this requirement. A copy of the organization's mission statement may ALSO be included.

4.2.4 Offeror Not a Direct-Service Provider

Offerors must NOT be a direct-service provider. A statement of concurrence is required.

4.2.5 Authority to Negotiate Contracts

Offerors must have the legal authority to negotiate and enter into contracts. A statement of concurrence is required.

4.2.6 Knowledge of State and Local Governmental Contracting Policies and Procedures

Offerors must have knowledge of state and local governmental contracting policies and procedures. Offerors must submit a detailed narrative describing how they meet this requirement.

4.2.7 Independence to Equitably Distribute Contracts for Procured Services

Offerors must demonstrate that they have the independence to equitably distribute contracts for procured services. This may be accomplished through use of a detailed narrative explanation or other offeror selected method.

4.2.8 Ability to Manage Operation of this Scale

Offerors must be able to manage the scale of operations required by this contract. Offerors must submit a detailed narrative describing how they meet this requirement.

Offerors must demonstrate their ability to fiscally manage this operation, including demonstration of their ability to secure a line of credit in order to pay members in a timely fashion.

4.2.9 Approved Operations Manual

Offerors must agree to have an approved operations manual which details all policies and procedures for operation of the Central Non-Profit Agency before entering into a service contract with any individual or organization. A statement of concurrence is required.

4.2.10 Fee

Offerors may keep no more than 6% of the value of the service contracts as a fee for the performance of this contract. Offerors must indicate, on the Offeror Fee Response Form, the percentage they will retain for performance of this contract. Proportionally higher points will be awarded for a proposed fee of less than 6%.

Offerors shall be expected to set aside a minimal portion of the fee (to be negotiated) for the provision of ADA accommodations at Purchasing Council meetings, and for other minor Purchasing Council operating expenses.

4.2.11 Campaign Contribution Disclosure Form

Offerors must complete, sign and include the Campaign Contribution Disclosure Form (Appendix D) with their proposal.

4.2.12 Employee Health Coverage Form

Offerors must complete, sign and include the Employee Health Coverage Form (Appendix F) with their proposal.

4.2.13 Pay Equity Reporting

The Offeror **must** agree with the requirements of reporting as defined in Section II.C.30. Report is due at the time of contract award.

A statement of concurrence with this requirement must be included in Offeror's submitted proposal.

4.2.14 Financial Stability

Offerors **must** submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission **must** include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Offeror, the Offeror **must** state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Sourcing Team to assess the financial stability of the Offeror.

4.3 Desirable Specifications

FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.

4.3.1 Corporate Experience

Offerors should submit a detailed narrative describing their relevant corporate experience, including the experience of any proposed subcontractors. The documentation should thoroughly describe how the offeror has supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they wish that they feel will support their descriptive narrative. Preference shall be given for New Mexico private, non-profit corporations.

4.3.2 Program Manager Experience

Offerors should submit a detailed narrative describing the relevant experience of their proposed program manager. The narrative should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly shows the individual is qualified to perform the required work. Offerors should also submit a current resume of their proposed program manager.

The documentation should thoroughly describe how the proposed program manager has supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they wish that they feel will support their descriptive narrative.

4.3.3 Corporate References

The proposals should include three (3) external references from clients who received similar services. In addition, two (2) references should be submitted for each proposed subcontractor. The minimum information that should be provided about each reference is:

- a. Name of individual or company services were provided for
- b. Address of individual or company
- c. Name of contact person
- d. Telephone number of contact person
- e. Type of services provided and dates services were provided

4.3.4 Program Manager References

Two external references should be provided for the proposed program manager. The minimum information that should be provided about each reference is:

- a. Name of individual or company services were provided for
- b. Address of individual or company
- c. Name of contact person
- d. Telephone number of contact person
- e. Type of services provided and dates services were provided

4.3.5 Offeror's Rationale for Selection

Offerors should describe, in narrative form, why they feel they are the best candidate to perform the work required by this procurement. Supporting data and other supporting materials may be provided as the offeror desires.

4.3.6 Specific Knowledge Requirements

The offeror should specifically address their knowledge in EACH of the following areas:

- 4.3.6.1 Knowledge of bid process and bid documents

4.3.6.2 Knowledge of competitive sourcing of services

4.3.6.3 Practical knowledge of community rehabilitation program operations and persons with disabilities

4.3.6.4 Experience/practical knowledge of contracting with state and local government bodies

4.3.6.5 Knowledge/ability to perform accounting, data management, and record keeping functions necessary to meet the business requirements of the program

4.3.7 Project Plan

The offeror should submit, as part of their proposal, a proposed project plan, including schedule and key milestones, describing how they will perform the work required by this contract.

4.3.8 New Mexico Business Preference

As a desirable specification of this RFP Offerors will be awarded points if their principle place of business is located in the State of New Mexico as defined in § 13-1-22 NMSA 1978. To be awarded the points Offerors must include a copy of their preference certificate in this section.

V. EVALUATION

5.0 Overview

The following paragraphs of this section describe the method of evaluating Offerors proposal(s). FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

5.1 Evaluation Points Summary

The following is a summary of evaluation factors and the maximum point values assigned to each. These will be used in the evaluation of each Offeror proposal submitted.

No.	Factor	Points
	MANDATORY SPECIFICATIONS	
5.2.1	Performance of Scope of Work	0*
5.2.2	Private, Non-Profit Entity* (50 bonus points will be awarded to NM private, non-profit corporations)	0*
5.2.3	Mission Including Employment of Persons with Disabilities	25
5.2.4	Offeror Not a Direct Service Provider	0*
5.2.5	Authority to Negotiate Contracts	0*
5.2.6	Knowledge of State and Local Governmental Contracting Policies and Procedures	65
5.2.7	Independence to Equitably Distribute Contracts for Procured Services	50
5.2.8	Ability to Manage Operation of this Scale	50
5.2.9	Approved Operations Manual	0*
5.2.10	Fee	300
5.2.11	Campaign Contribution Disclosure Form	0*
5.2.12	Employee Health Coverage Form	0*
5.2.13	Pay Equity Reporting	0*
5.2.14	Financial Stability	10
	DESIRABLE SPECIFICATIONS	
5.3.1	Corporate Experience	125
5.3.2	Program Manager Experience	75
5.3.3	Corporate References	50
5.3.4	Program Manager References	50
5.3.5	Offeror's Rational for Selection	50
5.3.6	Specific Knowledge Requirements	50
5.3.7	Project Plan	50
5.3.8	New Mexico Business Preference	50
	TOTAL POINTS	1,000

* Pass/Fail only. No points assigned.

5.2 Mandatory Specifications

FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

5.2.1 Performance of Scope of Work

Pass/Fail only.

5.2.2 Private, 501 C-3 Non-Profit Entity

Pass/Fail only.

5.2.3 Mission Including Employment of Persons with Disabilities

Points will be awarded based on how directly applicable the organization's overall mission is to the employment of persons with disabilities.

5.2.4 Offeror Not a Direct-Service Provider

Pass/Fail only.

5.2.5 Authority to Negotiate Contracts

Pass/Fail only.

5.2.6 Knowledge of State and Local Governmental Contracting Policies and Procedures

Points will be awarded based on the depth and breadth of the knowledge indicated in the offeror's response.

5.2.7 Independence to Equitably Distribute Contracts for Procured Services

Points will be awarded based on the clarity and perceived degree of independence reflected in the offeror's response.

5.2.8 Ability to Manage Operation of this Scale

Points will be awarded based on the strength and convincingness of the response.

5.2.9 Approved Operations Manual

Pass/Fail only.

5.2.10 Fee

The evaluation of each offeror’s proposed fee will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Fee}}{\text{This Offeror’s Fee}} \times 300 = \text{Awarded Points}$$

5.2.11 Campaign Contribution Disclosure Form

Pass/Fail only.

5.2.12 Employee Health Coverage Form

Pass/Fail

5.2.13 Pay Equity Reporting

Pass/Fail

5.2.14 Financial Stability

Points will be awarded based on the strength and convincingness of the response.

5.3 *Desirable Specifications*

FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.

5.3.1 Corporate Experience

Points will be awarded based on the depth, breadth and applicability of the offeror’s previous experience as it relates to the needs of this effort.

5.3.2 Program Manager Experience

Points will be awarded based on an evaluation of the proposed program manager’s experience and capability, as indicated in the resumes and experience narratives submitted. The key evaluation components include depth and breadth of related experience, total years of related experience, and applicable education and training.

5.3.3 Corporate References

Points will be awarded based on an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the offeror's products and services, the delivery of products and services, responsiveness to problems and complaints and the level of satisfaction with the offerors' overall performance. The Evaluation Committee may call any or all of the references.

5.3.4 Program Manager References

Points will be awarded based on an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the proposed program manager's previous work, the timeliness of that work, his or her responsiveness to problems and complaints and the overall level of satisfaction with his or her work. The Evaluation Committee may call any or all of the references.

5.3.5 Offeror's Rationale for Selection

Points will be awarded based on the strength, logic and convincingness of the response.

5.3.6 Specific Knowledge Requirements

For each sub-area, points will be awarded based on the depth and breadth of the knowledge indicated in the offeror's response.

5.3.7 Project Plan

Points will be awarded based upon the thoroughness, quality, efficiency, validity of approach and perceived likelihood of success of the offeror's proposed project plan.

5.3.8 New Mexico Business Preference

Points will be awarded only to vendors that include the copy of their current certificate with their proposal.

5.4 Evaluation Process

Offeror will be evaluated in general compliance with the provisions provided below.

5.5.1. All Offeror proposals will be reviewed for compliance with the mandatory requirements as stipulated in Section IV. Proposals deemed non-responsive will be eliminated from further consideration.

5.5.2. The Procurement Manager may at her option contact the Offeror for clarification of the response as specified in Section II.

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

5.5.4. Responsive proposals will then be evaluated on the factors in Section V which have been assigned a point value. If required, the responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.

5.5.5. The responsible Offeror(s) whose proposal is most advantageous to the State, taking into consideration the evaluation factors in Section V, will be recommended for agreement award to the State Purchasing Agent.

5.5.6. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

Acknowledgement of Receipt Form

Request for Proposals #12-0002
Central Non-Profit Agency

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

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than June 29, 2012. This will also insure that you will receive copies of all Offeror written questions and the State's written responses to those questions as well as RFP amendments, if any are issued.

The company listed below does/does not (circle one) intend to respond to this Request for Proposals.

COMPANY:

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to:

Name: Marcie Davis
Title: Chair, State Purchasing Council
Address: P.O. Box 4578
Santa Fe, NM 87502

Telephone: (505) 424-6631
Fax Number: (505) 424-6632
E-mail: mdavis@davisinnovates.com

APPENDIX B

Contract Terms and Conditions

STATE OF NEW MEXICO STATE PURCHASING COUNCIL FROM PERSONS WITH DISABILITIES

CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, State Purchasing Council From Persons With Disabilities, hereinafter referred to as (the "Agency") and **NAME OF CONTRACTOR**, hereinafter referred to as (the "Contractor"), and is effective as of the date set forth below upon which it is executed by the Agency.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

Establish and operate a Central Non-Profit Agency to meet the following service requirements:

- i. Marketing State Use Act Services to existing and potential customers, which includes a business operation plan;
- ii. Researching and developing existing and new services;
- iii. Providing superior customer services by monitoring customer satisfaction with services, by responding to customer complaints within on business day;
- iv. Providing public relations duties by promoting State Use Services;
- v. Recruiting individuals with disabilities and community rehabilitation programs;
- vi. Resolving contract issues and problems as they arise between the parties;
- vii. Providing training to interested individuals with disabilities and community rehabilitation programs;
- viii. Providing quarterly reports that indicate number of contracts, number of those employed by state use contracts, number of dollars earned and other information useful to the Council;
- ix. Tracking of state legislation and keeping abreast of changes in the State Use Act and related programs;

- x. Providing an annual audit that includes audited financial statements;
- xi. Preparing an annual report that details employment opportunities for persons with disabilities, number of contracts, number of those employed by state use contracts, number of dollars earned and other information useful to the Council;
- xii. Working cooperatively with the state and community leaders to promote services;
- xiii. Conducting business in an ethical manner;
- xiv. Following the directives of the Council;
- xv. Maintaining excellent external and internal communication;
- xvi. Maintaining an automated system that tracks and monitor contracts and services;
- xvii. Maintaining all necessary records in accordance with State and Federal law and directives set forth by the Council; and
- xviii. Performing any other tasks that may be required by Laws 2005, Chapter 334 or 2.40.5 NMAC.

B. Services will be performed (AT)(WITHIN)(LOCATION)

C. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

- 1.
- 2.

(or reference an Attachment 1, see below)

Continuation of the contract, or possible extension of the contract, shall be contingent upon the contractor's satisfactory completion of the performance measures.

D. The responsibilities of the Agency include:

- i. Determine which services provided by person with disabilities are suitable for sale to state agencies and local public bodies;
- ii. Establish, maintain and publish a list of all the services and periodically review and revise this list as products or services are added or removed. The Council shall make the list available to all purchasing officials of state agencies and local public bodies;

- iii. Verify the fair market prices of the services identified and periodically revise the fair market prices in accordance with changing market conditions to ensure that services offer the best value for state agencies and local amounts being paid for similar services purchase by the federal government, the state and local public bodies and by private businesses, and the actual cost of performing the services at a community rehabilitation program employing persons with disabilities or by persons with disabilities who may be in business for themselves;
- iv. Establish a procedure to certify eligible community rehabilitation programs and qualified individuals that have services suitable for procurement by state agencies and local public bodies that will be place on the list established;
- v. Establish a procedure for approval of a central non profit agency that may hold contracts, facilitate the equitable distribution of order for services to be procured by state agencies and local public bodies and market approved services to state agencies and local public bodies;
- vi. Establish procedures for the operation of the approved central non profit agency including a fee structure for its services;
- vii. Address any other matter necessary to the proper administration for the State Use Act; and
- viii. Ensure that the work provides opportunities for integration with non disabled person, fair pay and adds value to the service provided.

2. Compensation.

A. There is no compensation payable to the Contractor, by the Agency, under this Agreement. Compensation to the contractor shall be in the form of a fee to be withheld based on the value of service contracts entered into pursuant to this contract. The amount of the fee that may be withheld shall not exceed _____ %. Contractor shall set aside a small portion of the fee .X% for the provision of ADA accomodations at Purchasing Council meetings, and for other minor Purchasing Council operating expenses.

B. The Contractor shall be responsible for any taxes due pursuant to the performance of this contract.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This Agreement shall terminate on **DATE** unless terminated pursuant to paragraph 4, infra, or paragraph 5. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract or a contract with a value of less than \$25,000, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency shall have no liability to pay any expenses associated with contract termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*"

B 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 the Contractor shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. 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.

6. 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 State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico 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 State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. 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.

8. 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.

9. 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.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico 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.

12. Conflict of Interest; Governmental Conduct Act.

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

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

14. 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

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. 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. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

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, the Department of Finance and Administration 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

20. 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 or failure to act 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 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 legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. 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.

22. 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.

23. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency: [insert name, address and email].

To the Contractor: [insert name, address and email].

24. 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.

25. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the Agency are considered material to any work performed under this Contract.

a. No changes of personnel will be made by the Contractor without prior written consent of the Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

b. The Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

26. Limitation of Liability.

The Contractor's liability to the Agency for any cause whatsoever shall be limited to the purchase price paid to the Contractor for services that are the subject of Agency's claim. The foregoing limitation does not apply to Paragraph 20 of this contract or to damages resulting from personal injury caused by the contractor's negligence. In no event shall the contractor be liable for any indirect, special or consequential damages arising out of this Agreement.

27. Survival.

The agreement paragraphs titled Indemnification and Limitation of Liability shall survive the expiration of this Contract.

28. Succession.

This Contract shall extend to and be binding upon the successors and assigns of the parties.

29. Impracticality of Performance.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

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

By: _____
Council Chair Person or President

Date: _____

By: _____
Contractor

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: _____

By: _____
Taxation and Revenue Department

Date: _____

By: _____
Lawrence O. Maxwell State Purchasing Agent

Date: _____

Attachment 1

Scope of Work

Performance Measures

(Performance Measures should be based on the Scope of Work and must be tied to the Agency's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan copied below or in an attachment. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome.")

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

Example: Goal: Reduce or Increase or Other Service [insert blank].¹

Objective: To reduce or increase or Other Service [insert blank] by [blank] percent or by a certain time.²

Activities: [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].

OR: Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the Agency to meet the portions of its Strategic Plan set forth below (*insert additional language if necessary to describe how Contractor's work will assist the Agency to fulfill its duties*).

¹ A goal is an "output" measure. It measures the quantity of a service provided. For example, the number of students graduated or promoted; the number of two-lane highways repaired; or the number of crimes investigated. It also can measure the quantity of a service provided that meets a certain quality requirement. For example, the number of students graduated or promoted who meet a minimum preset level of achievement; the number of miles of roads repaired to a minimum safety standard; or the number of criminal investigations performed that result in identification of a prime suspect.

² An accomplishment is an "outcome" measure. These indicators measure accomplishments or results that occur (at least partially) because the services were provided. For example, the percentage of students achieving a specified skill level in reading, the percentage of miles of roads in excellent, good or fair condition; or the percent reduction in serious crimes or the percent of residents who perceive their neighborhoods as safe.

APPENDIX C

Offeror Fee Response Form

RFP #12-0001

OFFEROR: _____

We offer to perform the services required by this contract at a fee not to exceed

_____._____ %.

APPENDIX D

Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

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

or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX E

Letter of Transmittal Form

RFP # 12-0002

Items #1 to 4 EACH **MUST BE RESPONDED TO**. Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!**

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

2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph 2.3.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.

Date: _____

Authorized Signature and Date (**Must be signed** by the person identified in item #2, above.)

APPENDIX F

New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: 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:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwemexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____ Date _____