

# SANTA FE COMMUNITY COLLEGE



## *REQUEST FOR QUOTES*

**RFQ # 003-20**

### **TRAINING SERVICES: PREVENTION OF SEXUAL HARASSMENT IN THE WORKPLACE**

**COMMODITY CODE(S): Class 924 Item(s) 18, 35, 41**

**Contracting Agency:** Santa Fe Community College (SFCC)  
Purchasing Department

**Address:** 6401 Richards Ave., Suite 206

Santa Fe, NM 87508

**Telephone:** (505) 428-1630

**Issue Date:** October 7, 2019

**Deadline to Submit:** **October 21, 2019 at 2:00 PM MDT**

**Requestor:** Kris Swedin, Director of Continuing Education and Contract Training

**E-mail:** kris.swedin@sfcc.edu

**Web Address:** www.sfcc.edu

**SANTA FE COMMUNITY COLLEGE  
REQUEST FOR QUOTES**

**RFQ # 003-20**

**TRAINING SERVICES: PREVENTION OF SEXUAL HARASSMENT**

Santa Fe Community College is requesting qualification-based competitive written quotes from firms or consultants with significant experience in providing interactive, in-person, instructor-led training workshops on prevention of sexual harassment in the workplace. Staff will review submitted quotes, evaluate and score based on response to specifications, criteria listed and price, and will select the firm with the most responsive, qualified quote to negotiate a contract with. Santa Fe Community College reserves the right to accept or reject any quote or any part thereof; to defer action on this request for quotes; to reject all quotes; to waive any technicalities or informalities in solicitation process and to accept the quote which, in its judgment, is most advantageous to the College.

**IMPORTANT:**

**DEADLINE TO SUBMIT QUOTES: October 21, 2019 at 2:00 PM MDT**

**SANTA FE COMMUNITY COLLEGE**

**Attn:** Kris Swedin

**Email:** kris.swedin@sfcc.edu

**IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING SPECIFICATIONS OR  
CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A QUOTE, CONTACT THE  
CHIEF PROCUREMENT OFFICER IMMEDIATELY FOR CLARIFICATION AND/OR  
CONSIDERATION OF AN ADDENDUM.**

NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE 2 DAYS PRIOR TO DEADLINE IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO DEADLINE.

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**GENERAL CONDITIONS**

1. Santa Fe Community College reserves the right to reject any and all quotes, to waive informality, technical defect, or clerical error in any quote and to accept the quote which in its judgment is most suitable and advantageous to SFCC.
2. **Payment Terms:** A Purchase Order will be issued, and payment shall be made net 30 days from invoice date after receipt of goods/services unless otherwise specified on quote form or as otherwise agreed by both parties. All invoices shall be submitted via email or USPS directly to Santa Fe Community College in care of:  
John Apodaca  
6401 Richards Ave. Suite 206  
Santa Fe, NM 87508
3. If there is any clarification, problem, ambiguity or question regarding this RFQ, you must contact the Chief Procurement Officer or designee prior to the deadline. Clarifications and ambiguities will not be considered after the deadline. Answers provided regarding the specifications must be answered by the Chief Procurement Officer or designee. Questions answered by any other person or SFCC Official shall be considered completely non-applicable to the legal provisions of this request for quotes except as authorized by the Chief Procurement Officer. SFCC is not responsible for any errors or omissions contained in the offeror's quote.
4. The terms and conditions outlined in the REQUEST FOR QUOTES, unless otherwise modified, shall govern the submission of quotes and subsequent contracts. SFCC reserves the right to reject any quote which takes exception to these conditions.
5. **Any pages marked "QUOTE FORM" included in this REQUEST FOR QUOTES packet shall be completed and submitted as part of the quote.**
6. The successful offeror expressly agrees to defend, indemnify and save harmless SFCC and its officer, agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, person(s), or property arising out of the provision of goods or services pursuant to the RFQ, or by reason of any act or omission, neglect or misconduct of the offeror, the agents, employees or subcontractors of the offeror or the agents or employees of any subcontractor of the offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
7. The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In additions, the New Mexico Criminal Statutes imposes felony penalties for illegal bribes, gratuities and kickbacks.

**GENERAL CONDITIONS CONTINUED:**

8. Procedure: Quotes will be reviewed by the Chief Procurement Officer and other staff at the discretion of the agency. All quotes submitted will be evaluated based on the conditions and criteria set forth in this request for quotes. The firm submitting the most qualified quote will be selected to negotiate a contract with.
9. Method of award: Award will be made to the offeror whose quote is determined to be most professionally and technically complete and which best meets the needs of SFCC. The selection process may, however, include a request for additional information or an oral presentation to support the written quote.
10. SFCC reserves the right to award a contract not necessarily to the offeror with the lowest price (if applicable), but that demonstrates the best ability to fulfill the requirements of this request for quotes.
11. The successful offeror shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification from Santa Fe Community College. The successful offeror will perform all services indicated in the quote in compliance with the negotiated contract.
12. Successful offeror must, in performance of work on this contract, agree to fully comply with all applicable federal, state and local laws, rules and regulations.
13. Quotes received after the date and time indicated will not be considered.
14. Quotes that do not meet the requirements set forth may be considered non-responsive.
15. All quotes submitted shall be binding upon the respondent for a minimum of one hundred and twenty (120) calendar days after the deadline date.
16. SFCC reserves the right to negotiate any elements of this RFQ.
17. Price(s) shown (if applicable) in the quote shall be exclusive of any applicable gross receipts tax; however, applicable gross receipts tax shall be shown as a separate amount on each billing made under the contract.
18. When applicable, all practices, materials, supplies and equipment shall comply with the Federal Occupations Safety and Health Act, as well as any pertinent Federal, State and/or Local codes, laws and regulations.
19. Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this quote or any resulting agreement, its rights, title, or interest therein, or its power to execute such agreement to any other person, company or corporation without the previous written approval of SFCC.
20. SFCC, or any of its agencies, reserves the right to refuse to hold harmless or indemnify any respondent for any liability whatsoever.

**GENERAL CONDITIONS CONTINUED:**

21. Non-collusion: Vendors, by submitting a signed quote, certify that the accompanying quote is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
22. Non-discrimination: Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, sexual preference, gender identity, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a quote, vendor agrees to comply with this paragraph.
23. Santa Fe Community College reserves the right to reject any quotes from any offeror who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the quote from an offeror who is not in a position to perform such a contract satisfactorily. Such is at the discretion of SFCC.
24. If a vendor to whom a contract is awarded refuses to accept the award or, fails to deliver in accordance with the contract terms and conditions, Santa Fe Community College may, in its discretion, suspend the contractor for a period of time from entering into any contracts with SFCC.
25. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a quote, the parties agree that any litigation concerning this REQUEST FOR QUOTES, or subsequent contract or purchase order, must be brought in the First Judicial District in and for Santa Fe Community College, State of New Mexico, and each party shall pay its own costs and attorney fees.
26. Award of this quote is contingent upon available funding. This solicitation may be awarded in whole, part or none, whichever is deemed in the best interest of Santa Fe Community College.
27. It is the responsibility of the offeror to ensure that any addenda issued for this REQUEST FOR QUOTES have been received prior to submitting a quote. SFCC guarantees that addenda will be distributed, posted on the SFCC website and made available to every party on the Distribution List for this solicitation. SFCC will not accept responsibility for addenda not being obtained.

## **GENERAL INFORMATION**

### **SCOPE OF WORK**

The intent of this Request for Quotes is for Santa Fe Community College (SFCC) to obtain quotes from qualified firms or consultants with significant experience in providing interactive, in-person, instructor-led training workshops on the prevention of sexual harassment in the workplace for approximately 600 SFCC employees and management staff. The curriculum should have clear deliverables and examples. Exercises should be relevant to a higher education institution and specific SFCC departments and presented in a manner that promotes safe dialogue. The intent of this interactive instructor-led training is to help SFCC employees understand their role in the prevention of sexual harassment, understand SFCC policies and procedures and to demonstrate respectful behavior toward other employees, students and the public.

The instructor-led interactive sessions should be between approximately two (2) and three (3) hours per session and will be held at designated locations at SFCC and/or at the SFCC Higher Education Center. SFCC requests that some sessions will be for the general workforce and other sessions will be for management/supervisory staff only. SFCC also requests that some sessions be delivered in Spanish language or with the assistance of translator(s). Sessions also need to be delivered during the daytime, evening and weekend hours to cover all work shifts of employees.

The engagement with SFCC to deliver this training shall last for an approximate period of eight (8) months and will expire on June 30, 2020. Trainings could be delivered in November, January, February and March.

Interested parties should submit the following information:

1. Outline of curriculum with topics stated
2. Examples of exercises to engage staff in learning activities
3. Qualifications of the instructor(s)
4. Proposed solution to delivering training in Spanish language
5. Price and strategy to deliver training to approximately 600 people
6. List of past clients
7. Names and contact information of three references including email addresses and phone numbers

**ESTIMATED RFQ TIMELINE**

| <b>Activity</b>                    | <b>Estimated Date</b>          |
|------------------------------------|--------------------------------|
| Issue Invitation for Formal Quotes | October 7, 2019                |
| Formal Quotes Due                  | October 21, 2019 @ 2:00 PM MDT |
| SFCC Review and Evaluation         | October 21-29, 2019            |
| Committee Recommendation for Award | October 30, 2019               |

**ADDITIONAL SUBMISSION REQUIREMENTS**

Offerors shall format responses in the order of the Criteria section of this RFQ. In addition to responding to criteria items, all quotes shall provide the following:

- A cover letter with information for point(s) of contact for any questions SFCC has regarding the quote.
- Any exceptions taken shall be listed on a separate sheet titled “Exceptions to Specifications”.  
Exceptions may be either accepted, negotiated or rejected on an individual basis at the discretion of SFCC.
- Other resources or sub-contractors if applicable and how they are to be used.
- Breakout of details and fees for any non-required scope proposed

**Quote submission:** Quotes may be submitted to John Apodaca via email at **john.apodaca1@sfcc.edu**. If an email confirming receipt is not received from SFCC prior to the deadline, it is highly recommended and encouraged that a call be made to John at (505) 428-1630 to confirm receipt.

**Attachments:**

- ♦ Quote Forms

**CRITERIA**

Quotes will be evaluated based on written response to qualifications required under the Scope of Work in this RFQ and all attachments referenced herein, and on offerors' fee proposal. Evaluations will be ranked according to the following:

| <b>CRITERIA</b>  | <b>POINTS POSSIBLE</b> |
|--|------------------------|
| Knowledge and competence regarding in-person prevention of sexual harassment training services as specified          | 30                     |
| Capacity and capability to perform the work within the desired scope and timeframe, including qualification of staff | 30                     |
| Past record of performance on similar contracts  | 15                     |
| Proposed Fees  | 25                     |
| <b>TOTAL POINTS POSSIBLE</b>   | <b>100</b>             |



**QUOTE FORM**

**SANTA FE COMMUNITY COLLEGE**

**RFQ # 003-20**

**TRAINING SERVICES: PREVENTION OF SEXUAL HARASSMENT IN THE  
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*This page and all others marked "Quote Form" shall be completed and submitted with quote.*

**VENDOR CERTIFICATION INFORMATION**

**By signing this page and submitting a quote, offeror hereby agrees that they have read and understand all terms, conditions and requirements set forth in this RFQ.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone/Fax Number(s)

\_\_\_\_\_  
E-mail Address (If applicable)

Addenda acknowledgement (if applicable):

Addendum No. \_\_\_\_\_; Date \_\_\_\_\_; Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_; Date \_\_\_\_\_; Initials \_\_\_\_\_

**Statement of Non-Discrimination:** \_\_\_\_\_ does not discriminate  
Company  
on the basis of color, national origin, sex, religion, age or disabled status in employment of the provision of services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# QUOTE FORM

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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 local public body during the two (2) 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 (2) years prior to the date the contractor signs the contract, if the aggregate total 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 (\$250.00) over the two (2) year period.

ANY PROSPECTIVE CONTRACTOR MUST FILE THIS FORM 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 quote or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive quote.

**“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 an individual 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.

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

**“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 QUOTES and ending with the award of the contract to the cancellation of the REQUEST FOR QUOTES.

**“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 quote process set forth in the Procurement code or is not required to submit a competitive sealed quote 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 Contributions: \_\_\_\_\_

Nature of Contributions(s): \_\_\_\_\_ Purpose of Contributions(s): \_\_\_\_\_

\_\_\_\_\_  
Signature, Title, Date

--OR--

**NO CONTRIBUTION(S) IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.**

\_\_\_\_\_  
Signature, Title, Date

# QUOTE FORM

## CONFLICT OF INTEREST DISCLOSURE STATEMENT

1. Are you or is any member of your immediate family\* an employee of Santa Fe Community College or elected or appointed to a committee, board, subcommittee, or council under the direction of Santa Fe Community College?  Yes  No

If Yes, please list the name(s) of the employee or member:

|  |
|--|
|  |
|  |

2. Do you have any other business or personal relationships, not covered in your answer to Questions 1 above that could appear to be a conflict of interest?

Yes  No

If Yes, please provide details:

|  |
|--|
|  |
|  |
|  |

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

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Contact Number: \_\_\_\_\_