

Portales Municipal Schools

501 South Abilene

Portales, NM 88130



Request for Proposal for Ancillary Services

NIGP Commodity Codes: 94886 & 94876

RFP# 21-22-0001

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals from qualified agencies with experience working with school districts to establish a contract through competitive negotiations for the procurement of an Occupational Therapist and a School Psychologist to provide direct and evaluation services to the general population of students and special needs students attending Portales Municipal Schools.

B. SCOPE OF PROCUREMENT

Portales Municipal Schools desires to establish professional service agreement with multiple agencies for qualified Occupational Therapist and School Psychologist to perform the Scope of Work as specified in the proposal and should have an established capability to provide diagnostic and evaluations services to the school district students. Portales Municipals School District's has the following schools: Brown Early Childhood Center (grades PreK-K), James Elementary (grades 1-2), Valencia Elementary (grades 3-4), Lindsey Steiner (grades 5-6), Portales Junior High (grades 7-8), and Portales High School (grades 9-12). The duration of the contract resulting from this RFP shall be from January 6, 2022 through May 27, 2022 for the 2021-2022 Fiscal Year. Portales Municipal Schools reserves the right, by mutual agreement of the parties, to extend the contract on an annual basis with the same terms and conditions with a rate increase based on the percent of increase afforded to licensed teachers for up to an additional three (3) years (2022-2023, 2023-2024, 2024-2025) provided funds are available. The contract service dates will be per school calendar and will not exceed 185 days. A normal work is 5 days per week at 8 hours per day. This contract will be 2-5 days equaling 16-40 hours per week.

C. PROCUREMENT MANAGER

Portales Municipal School has designated a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address and telephone number is listed below:

Sarah Stubbs, Chief Procurement Officer
 Portales Municipal Schools
 501 South Abilene Portales, NM 88130
 (575) 359-7000
sstubbs@portalesschools.com

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. **Offerors may contact ONLY the Chief Procurement Officer regarding this solicitation.** Other District employees or Evaluation Committee members do not have the authority to respond on behalf of the District. Any other communication will be considered unofficial and non-binding. Any response made by the District will be provided in writing to all Offerors by addendum, no verbal responses shall be authoritative.
2. **Protests of the solicitation or award must be submitted in writing to the Chief Procurement Officer identified in Section II.B.12.** Pursuant to § 13-1-172, NMSA 1978 and 1.4.182 NMAC, **ONLY protests delivered directly to the Chief Procurement**

Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposal.

D. PROPOSAL DELIVERY

All deliveries of proposal via hand delivery must be addressed and submitted as follows:

Sarah Stubbs, Chief Procurement Officer
RFP 21-22-0001 Ancillary Services
Portales Municipal Schools
501 South Abilene Portales, NM 88130
(575) 356-7000

All deliveries of proposal via express carrier or courier must be address and submitted as follows:

Sarah Stubbs, Chief Procurement Officer
RFP 21-22-0001 Ancillary Services
Portales Municipal Schools
501 South Abilene Portales, NM 88130
(575) 356-7000

E. DEFINITION OF TERMINOLOGY

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

1. **“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.
2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means 7:30 am through 4:30 pm MST
4. **“Close of Business”** means 4:30 pm MST
5. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act § 57-3-A-1 through 57-3A-7, NMSA 1978, See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
6. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
7. **“Contractor”** shall mean the success Offeror.

8. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

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

10. **“District” and/or “PMS”** means the Portales Municipal Schools.

11. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a USB flash drive. **The electronic version/copy can NOT be emailed.**

12. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offeror’s proposals and make selection recommendation.

13. **“Evaluation Committee Report”** means a report prepared by the Chief Procurement Officer and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

14. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

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

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 may result in the rejection of the Offeror’s proposal.

17. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

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

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

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

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

22. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions,

political subdivisions and local public bodies allowed by law to entertain procurements.

23. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

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

25. “**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.

26. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

27. “**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. CPO reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the CPO in such cases.

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

29. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)

30. “**Unredacted**” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

31. “**Written**” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. PROCUREMENT DOCUMENT ACCESS

The procurement documents may be accessed through the PMS website at:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b425892b-c8ea-43e8-8c62-b94a6ca25118> Offerors are encouraged to review the material.

Procurement Regulations:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#ProcurementCodeRegulationsExecutiveOrders>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

Date	Task	Time	Additional Info
8/29/2021	Issue ITB-Posted on Website		
9/5/2021 & 9/12/2021	Printed in Paper		Get to Paper by 9-1-21
9/17/2021	Distribution List Reponse Form	4:00	Submit to CPO
9/22/2021	Deadline to Submit Questions	4:00	Submit to CPO
9/24/2021	Response to Written Questions	4:00	CPO
9/24/2021	Deadline for Final Addenda (if needed)	4:00	CPO
9/29/2021	Submission of RFP Due	4:00	Electronic or Delivered
10/4 - 6/2021	Proposal Evaluation Period	TBA	Evaluation Committee
10/7/2021	Notice of Short Listed Offerors		CPO will notify
10/25-28/2021	Interviews of Short-listed Offerors	TBA	LC Cozzens Administrative Offices 501 S Abilene Ave Portales, NM 88130
11/8/2021	Board Approval	6:00	LC Cozzens Administrative Offices 501 S Abilene Ave Portales, NM 88130
11/9/2021	Determination Letters Mailed		CPO
11/29/2021	Protest Deadline	3:00	LC Cozzens Administrative Offices 501 S Abilene Ave Portales, NM 88130
11/30/2021	Issue Purchase Order		

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A. above.

1. Issuance of RFP

This RFP is being issued on behalf of Portales Municipal Schools on the date indicated in Section II.A, Sequence of Events.

2. Distribution List Response Form

Potential Offerors may hand deliver, email, or send by registered or certified mail the "Distribution List Response Form", (APPENDIX A), to the Chief Procurement Officer, sstubbs@portaleschools.com to have their organization placed on the procurement distribution list. The form must be signed by an authorized representative of the organization, dated and returned to the Chief Procurement Officer on the date and time as indicated in Section II.A, the Sequence of Events.

The Distribution List Response form will be used for the distribution of written responses to questions and/or any amendments to the RFP. Failure to return the Distribution List Response form does not prohibit potential Offerors from submitting a proposal to this RFP. However, by not returning the Distribution List Response Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Document Access (Section I.F.) response to written questions and any amendments to the RFP.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP until September 22, 2021 at 4:00 p.m. MST as indicated in the sequence of events. All written questions must be addressed to the Chief Procurement Officer as declared in Section I.C. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be provided via e-mail, on or before the date indicated in Section II. A, Sequence of Events, to all potential Offerors who timely submitted a Distribution List Response Form. An electronic version of the Questions and Answers will be posted to:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b425892b-c8ea-43e8-8c62-b94a6ca25118>

5. Deadline for Final Addenda

Issuance of the final addenda shall be provided by the District as indicated in the Sequence of Events. Portales Municipal Schools accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revision to the solicitations. It is the responsibility of the Offeror to monitor the Portales Municipal Schools website to obtain RFP addenda or other information relating to the RFP. The website is:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b425892b-c8ea-43e8-8c62-b94a6ca25118>

6. Submission of Proposal

All offerer proposals must be received for review and

evaluation by the Chief Procurement Officer or designee no later than **4:00 p.m. MST on September 29, 2021** as indicated in the sequence of events. **Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, delivery to the incorrect address nor any other reason for a delay will be accepted for failure to make the stated deadline.

Proposals must be addressed and delivered to the Chief Procurement Officer at the address listed in Section I.D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **RFP 21-22-0001 Ancillary Services.**

Proposals submitted by facsimile, or other electronic means will not be accepted.

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

7. **Proposal Evaluation** An evaluation committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events. During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals; however, proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the Offerors.**
8. **Selection of Finalists** The Evaluation Committee will select and the Chief Procurement Officer will notify the finalist Offerors as per the sequence of events or as soon as possible. A schedule for the presentations and demonstration will be determined at this time. Finalists will be comprised of the three to five Offerors (depending on how many proposals are received) that received the highest cumulative scores from the Technical Proposal evaluations. An evaluation committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events. During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals; however, proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the Offerors.**
9. **Oral Presentations** Finalist Offerors, as selected per Section II.B.9 above, may be required to conduct an oral presentation at a location to be determined. Whether or not

Oral Presentations will be held is at the discretion of the Evaluation Committee and Chief Procurement Officer.

- 10. Issue Recommendation of Award to Board of Education** The Chief Procurement Officer shall prepare the Determination Letter to contract to the highest ranked short-listed Offeror after oral presentations (if held). The Chief Procurement Officer shall prepare a determination recommendation to the board for award of the RFP. Upon Board of Education approval, the Chief Procurement Officer shall prepare the determination letter to the board approved Offeror.

11. Finalize Contractual Agreements / Contract Awards

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the District reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process. Upon receipt of the signed contractual agreement, the District Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to the appropriate approval process.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. ONLY protests delivered directly to the Chief Procurement Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15 calendar day protest period shall begin on November 9, 2021. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Sarah Stubbs, Chief Procurement Officer
RFP 21-22-0001 ANCILLARY SERVICES
Portales Municipal Schools
501 South Abilene Portales, NM 88130

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.43, located in APPENDIX B.

2. **Incurring Cost**

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

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

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

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. **District personnel will not merge, collate, or assemble proposal materials.**

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 addressed to the Chief Procurement Officer and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. **Proposal Offer Firm** Responses to this RFP, including proposal prices for services, will be considered firm for sixty (60) days after the due date for the receipt of proposals, if the Offeror is invited or required to submit one.

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

- a. ***Proprietary and Confidential information is restricted to:*** confidential financial information concerning the Offeror's organization; and information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the

blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

If a request is received for disclosure of proprietary or confidential materials, the District shall examine the 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 proprietary or confidential information.

9. **No Obligation** This RFP in no manner obligates Portales Municipal Schools to the use of any Offeror's services until a valid written contract and/or a valid Purchase Order is awarded and approved by appropriate authorities.
10. **Termination** This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the District determines such action to be in the best interest of the Portales Municipal School District. Either party may terminate this contract as follows:
 - a. Termination by the contractor
 - A. The contractor may terminate this contract only if Portales Municipal School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance the district fails to cure the noncompliance within ten (10) days, or
 - B. By written mutual agreement between the contractor and the district.
 - b. Termination by the district
 - A. For Cause
 1. The occurrence of either one of the following events will justify termination for cause:
 - a. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - b. Contractor's violation in any substantial way of any provisions of this contract.
 2. If either one of the events identified above occur, the district may, after giving contractor (and the surety, if any) ten (10) days written notice, terminate the service of contractor, exclude contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
 3. Where contractor's services have been so terminated by the district, the termination will not affect any rights or remedies of district against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the contractor by

the district will not release the contractor from liability.

B. For Convenience

1. Upon ten (10) days written notice to contractor, PMS may without cause and without prejudice to any other right or remedy of PMS elect to terminate the contract.
2. In such case, contractor shall be paid (without duplication of any Items):
 - a. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
 - b. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.

C. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

11. **Sufficient Appropriation** Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
12. **Legal Review** The District requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Chief Procurement Officer.
13. **Governing Law** This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
14. **Basis for Proposal** Only information supplied in writing by the Chief Procurement Officer or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.
15. **Contract Terms and Conditions** The contract between the District and a contractor will follow the format specified by the District and contain the terms and conditions set forth in the RFP; however, the contracting District reserves the right to negotiate provisions in addition to those contained in this RFP with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The District discourages exceptions from the contract terms and conditions as set forth in the RFP. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the District (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial

proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The District may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the are not acceptable to the District 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.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. **Offeror's Terms and Conditions** Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency.
17. **Contract Deviations** Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the District and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.
18. **Offeror Qualifications** The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §131-85, NMSA 1978.
19. **Clarifications from Offerors** The Chief Procurement Officer may, at the request of the Evaluation Committee, request clarifications on information submitted by any and all Offerors.
20. **Right to Waive Minor Irregularities** The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.E.17. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee and/or CPO.

21. **Change in Contractor Representatives** The District reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.
22. **Assignment** It is mutually understood and agreed that the success Offeror shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Portales Municipal Schools.
23. **Notice of Penalties** The Procurement Code, §13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
24. **District Rights** The District in agreement with the Evaluation Committee reserves the right to the following when it is most advantageous or in the best interest of the District:
 - a. accept and/or reject all or a portion of a potential Offeror's proposal;
 - b. cancel the RFP in accordance with NMSA 1978, 13-1-131;
 - c. accept and/or reject any sole response received
 - d. multi-award contracts in accordance with 13-1-153 NMSA;
 - e. negotiate with any or all Offerors who submit proposals determined to be acceptable or potentially acceptable, but is not required to do so;
 - f. procure the services/goods as a sole purchase.
25. **Brand Name/Equal Specifications** Where a brand name or equal specifications is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If an Offeror proposed an "equal" to scope of work/specifications, Portales Municipal Schools is the sole interpreter of the scope of work/specifications and sole judge as to whether the "equal" proposed complies with the scope of work/specifications.
26. **Right to Publish** Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the district written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or district contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.
27. **Ownership of Proposals** All documents submitted in response to the RFP shall become property of the Portales Municipal Schools District. If the RFP is canceled, all responses received shall be destroyed by the District unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.
28. **Ambiguity, Inconsistency or Errors in the RFP** Offerors shall promptly notify the

Chief Procurement Officer, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

29. **Competition** By submitting a proposal, Offeror certifies that they have not, either directly or indirectly entered into any action in restraint of full competition in connection with the proposal submitted to Portales Municipal Schools.
30. **Indemnification** The Offeror shall be responsible for damage of persons or property that occurs as a result of Offeror's fault or negligence, or that of any of his/her employees, agents or subcontractors. The Offeror shall save and hold harmless the staff of and the Portales Municipal School District against any and all lost, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the contractor operation shall be repaired and /or restored to their original condition at the contractor's expense.
31. **Insurance (if applicable)** The successful Offeror shall purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance approved by PMS at the time of contract award. The Portales Municipal School District shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage: Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

Professional Liability	\$1,000,000/occurrence
Commercial General Liability:	
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Automobile Liability: Combine Single Limit	\$500,000
Worker' Compensation	Statutory
Employer's Liability:	
Each Occurrence	\$500,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

Contractor agrees to hold harmless and indemnify the school for liability arising out of the negligent activities of the Contractor.

NOTE: Certificate holder shall be: Board of Education Portales Municipal School District

Certificate of Insurance shall be forwarded to:

Sarah Stubbs, Chief Procurement Officer
RFP 21-22-0001 ANCILLARY SERVICES
Portales Municipal Schools
501 South Abilene Portales, NM 88130

32. **Licensing Requirements** The Offeror shall comply with all licensing regulations and shall provide copies of all valid licenses necessary to perform the work.
33. **Confidentiality** Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the District. The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring District's written permission.
34. **Records Retention** The successful Offeror will be required to retain project records for a minimum of three (3) years after the completion of the work. Offeror agrees that any duly authorized representative of the school district shall have access to any books, documents, papers, and records of the contraction with are directly pertinent to all negotiated contracts.
35. **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.
36. **Use of Electronic Versions of this RFP** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the District, the Offeror acknowledges that the version maintained by the District shall govern. Please refer to:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b425892b-c8ea-43e8-8c62-b94a6ca25118>
37. **Audit** The district reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by district personnel or a third party under contract with the district. The district shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the district the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee the district's access to books and records of such party.
38. **Independent Contractor** The contractor is an independent contractor performing services for the district. The contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the district as a result of this procurement.
39. **Procurement Under Existing Contracts** In accordance with NMSA 13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall

be solely between the awarded proposer and the contracting entity with no obligation by the Portales Municipal School District.

40. **Equal Employment Opportunity** Portales Municipal Schools is an Equal Opportunity Employer (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Portales Municipal Schools is also in accordance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Vocational Rehabilitation Act, Americans with Disabilities Act, and other federal and state laws and executive orders affective employment and equal opportunity. The Portales Municipal School District does not discriminate on the basis of race, color, national origin, sex, age or disability in its programs and activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies: Henry Montano, Assistant Superintendent of Personnel, Portales Municipal School District, 501 South Abilene, Portales, New Mexico, 88130. Phone 575-356-7000.

41. **New Mexico Employees Health Coverage**

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

42. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard

work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

43. **Rights to Inventions Made Under a Contract or Agreement** If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding district.

44. **Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

45. **Energy Policy and Conservation Act** Proposer must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

46. **Minority, Small, and Women’s Firms** Contracting with small and minority firms, women's business enterprises and labor surplus area firms; the grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: a) placing qualified small and minority businesses and women's business enterprises on solicitation lists; b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; d) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; e) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and f)

requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

47. Buy American Requirement

The proposer agrees to comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. Vendors are required to check state specific requirements to ensure compliance with this requirement.

- 48. Davis-Bacon Act (40 U.S.C. 3141-3148)** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 49. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

- 50. Jessica Lunsford Act** The Jessica Lunsford Act (2005), effective September 1, 2005, as amended, and to the extent required by applicable law, the respondent agrees that all of its employees who provide or may provide services under this agreement have completed all background screening requirements. Respondent agrees to bear any and all costs associated with acquiring the required background screenings.

51. **Debarment/Suspension** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1- 180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the district and shall not be considered for award of the contract during the period for which it is debarred or suspended with the district.

52. **Conflict of Interest** By submitting a proposal, the proposer certifies that he/she has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the district. The proposer also certifies no relationship exists between the proposer and the district that interferes with fair competition or is a conflict of interest; and no relationship exists between proposer and another person or firm that constitutes a conflict of interest that is disadvantageous to the district.
53. **Non-Collusion** The proposer certifies that he/she has not either directly or indirectly entered into action in restraint of free, competitive submission of a proposal in connection with this RFP.
54. **Non-Disclosure** The proposer shall not disclose any information relating to students, and employees of PMS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless PMS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized relation of such information occurs.
55. **Campaign Contribution Disclosure Form** Offeror must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of School Board President, Vice President, or other identified official. **Failure to complete and return the signed unaltered form will result in disqualification.**
56. **Letter of Transmittal** Offeror’s proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX B), which must be **completed** and **signed** by the individual authorized to contractually obligate the company. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK. Failure to respond to ALL items as indicated above, will result in Offeror’s disqualification.**
57. **Disclosure Regarding Responsibility**
- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for

professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

- a. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - b. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - i. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - ii. violation of Federal or state antitrust statutes related to the submission of offers; or
 - iii. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - c. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - d. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - i. 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.
 - ii. 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.)
- B. 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.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this

Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

58. **New Mexico Preferences** The New Mexico Preferences (NMSA 1978, 13-1-21, as amended), shall not apply because the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in the manner outlined below, and sealed according to the definition provided in Section I.F.31. Each ORIGINAL binder (Technical and Cost) shall be clearly marked as "ORIGINAL" on the front of the binder. The additional HARD COPIES (if any) must each be submitted in separate binders, and must be clearly identified as "COPY" on the front cover.

Technical and Cost portions of Offerors proposal **must** be submitted in separate binders as indicated below in this section, and **must** be prominently identified as "Technical Binder," or "Cost Binder," on each front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope,

package or box according to the information provided in Section I.E. It is not necessary to segregate Technical Binders from Cost Binders, if they are submitted within the same sealed envelope, package or box, as long as the Technical Binders and Cost Binders are each submitted in separate binders.

Offerors **must** deliver:

- a) **Technical Proposals** – One (1) ORIGINAL, three (3) HARD COPIES, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Technical Proposal; ORIGINAL and all HARD COPIES of the Technical Proposal shall be in separate labeled binders. **The electronic copy MUST be submitted as a USB and CANNOT be emailed.** The Technical Proposals **SHALL NOT** contain any cost information.

i. **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.E.5 and detailed in Section II.C.29, Offeror **must** submit:

- all of the requisite proposals identified in Section III.B.1. an above as **unredacted** versions for evaluation purposes; **AND**
- ONE (1) additional **redacted** HARD COPY version and ONE (1) additional **redacted** electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the front cover of the hard-copy binder and on the first page of the electronic file.;

- b) **Cost Proposals** – One (1) ORIGINAL and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Cost Proposal; ORIGINAL and all HARD COPIES of the Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy MUST be submitted as a USB and CANNOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted** USB, one (1) **redacted** USB). **The electronic version can NOT be emailed.**

The ORIGINAL, HARD COPIES and ELECTRONIC copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows: Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized

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

Technical Proposal (Binder 1) – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- A. Table of Contents
- B. Signed Letter of Transmittal
- C. Signed Campaign Contribution Form
- D. Proposal Summary (Optional)
- E. Response to Agency Terms and Conditions
- F. Offeror's Additional Terms and Conditions
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
 - 1. Experience and References
 - 2. Service Capability
 - 3. Approach/Methodology
 - 4. Mandatory Specifications
 - 5. Signed Distribution List Response Form
 - 6. Signed Conflict of Interest and Debarment/Suspension Certification Form
 - 7. Signed Non-Collusion Affidavit Form
 - 8. Copy of Proof of Insurance/ Required Licenses
- H. Other Supporting Material (if applicable)

Cost Proposal (Binder 2):

- 1. Completed Cost Response Form
- 2. Certificate of Liability
- 3. Vendor Information Form and W-9

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in Binder 2.**

A Proposal Summary may be included in Offeror's Technical Proposal (Binder 1), to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

The scope of work shall encompass the requirements outlined in this RFP. The District may add to or delete from the Scope of Work set forth in this RFP. Minor deviations to the specifications as listed, may be considered.

A. SCOPE OF WORK

The provider will review referral information, previous educational diagnostic information, family and social history. Provider will administer assistance as required by the New Mexico State Department of Education for the identification of students in need of Ancillary Services. Test administration should include non-biased assessments. The provider will refer students for further testing as needed.

- Evaluation of students utilizing assessments approved by the SSS director or the district designee.
- Assess and report current levels of ability and recommendations for intervention.
- Case manage students with health related needs.
- Review and discuss medical and developmental case histories with IEP team to determine individual student needs and strategies.
- Develop treatment goals and activities for the specific need of the student, and appropriate equipment or materials to be used in that treatment.
- Provide consultative, direct therapy services and ongoing support to student in appropriate environments as needed.
- Provide consultation, training and/or technical assistance to teachers and others involved in the education of students.
- Collaborate with outside individuals and agencies to provide timely and seamless services to eligible children and families.
- Document student progress and contact time including service logs and Medicaid reports if applicable.
- In addition, the psychologist or therapist must be proficient in the use of computer, telephonic, printing, and scanning for management of required tasks.
- All services must be direct and in person. No tele therapy will be allowed.
- Expenses and financial compensation for ongoing professional development training for contractor personnel will be the responsibility of the contractor. Any training related to district policy changes or in –district compliance measures, the district may compensate for certain accommodations in form of registration, hourly rates, and lodging following PMS procedures.
- Must be licensed in state of NM and through the NMPED on the day of start date.
- School Psychologist must hold a level 2 or 3 license and have a current National Certification for School Psychologists (NBSP).
- Must also be able to get Medicaid NPI number on the day of start date.
- Comply with all Board of Education policies, administrative regulations, Public Education Department guidelines and local, state and federal laws.

Portales Municipal Schools Procedures Regarding Student Services:

Provisions of services, students or facilities made impossible or creating unreasonable hardship by fact or school closure, extreme weather conditions, acts of God, wars/riots or destruction of facilities and the like shall not cause either PMS or the Offeror to be in default. Illness or personal emergency of either student or Offeror shall be brought to the immediate attention of the Director of Special Student Services or designee.

The District reserves the right to assign any service provider to any school or other location based upon the needs of the students. Offeror will not enter into PMS administrative decisions. Acceptance by PMS of an Offeror's proposal does not guarantee a specified number of consultations or any other work. Time estimates are included to provide the Offeror with some idea of possible activity and are not a commitment of purchase services. PMS shall only pay for services rendered unless specifically agreed otherwise. Offeror will be expected to serve the entire District with no mileage provisions.

Any confidential information provided to or developed by an Offeror in the performance of his/her assigned duties shall be kept confidential and shall not be made available to any individual or organization or used by the Offeror without the written consent of PMS.

Nothing produced in whole or in part by an Offeror shall be the subject for an application for copyright by or on behalf of the Offeror.

Work Requirements and PMS Requirements for Contracted Services:

The Contractor Shall: The Contractor or contractor's employees will fulfill the following requirements and perform the following services in a satisfactory and proper manner:

A. Documentation:

1. Copy of State of NM License to practice as an Occupational Therapist or School Psychologist.
2. If the contractor has submitted and can demonstrate that paperwork for licensing has been submitted to the proper issuing agency, the contractor will have 45 days to submit to PMS the issued license.
3. Submit to PMS, prior to first assignment, all forms and data required by PMS to comply with New Mexico Public Education Department and federal reporting requirements.
4. Resume of potential service providers to be approved prior to assignment.
5. Completion of PMS Background Check at the expense of the contractor.

B. Work shall include a minimum of the activities set forth below: Provide caseload information for data input, Medicaid documentation, progress reports, and/or evaluation reports within specified timeframes, as required by PMS. Agree to defend, indemnify, and hold harmless PMS and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any services performed by the Contractor under this Agreement.

C. **Contractor Responsibilities:** The Contractor will fulfill the following requirements and perform the following services in a satisfactory and proper manner. The Contractor shall:

1. **Weekly Timesheets:** Complete weekly timesheets using District form with

approved signatures of site administrator or designee (timesheets must be included with monthly invoice to District).

2. **Billing:** Bill for direct/indirect service hours not to exceed 8 hours per day unless otherwise approved because of scheduled meetings outside of the regular school day. Direct/indirect service may include evaluations, therapy, parent consultation, consultation with school staff, and participation in District-scheduled parent conferences, participation in IEP meetings, report writing, service documentation logs, and preparation of IEP documents.
 - a. Bill PMS only for services rendered, fully comply with all other state and federal requirements associated with provision of the services contemplated herein and not bill any other party (e.g. Medicaid, 3rd party insurance, or parents). Violation of this provision will result in termination of the contract.
3. **Volunteer Activities:** Will not be compensated for any of the following: volunteer activities with PMS activities, workshop or conference attendance. Compensation for workshop or conference attendance will be made only as a result of written invitation and approval from PMS.
4. **Mileage:** Mileage will not be paid.
5. **Inclement Weather:** Scheduled appointments, meetings, or events shall be considered canceled if PMS schools are closed due to inclement weather. Contractor shall not bill PMS for inclement weather appointments when PMS or the media announces that school will be canceled for the following day. If school is canceled the day of inclement weather, hours lost due to delay are not billable.
6. **Interns:** Contractor cannot accept students for internship/practicum experience or accept supervisory duties associated with PMS activities without prior approval from PMS.

Occupational Therapists

1. Provide required health related services to assigned students, in accordance with students' Individual Health Plans (IHP) and/or Individualized Education Programs (IEPs), and as directed.
2. Coordinate OT services with COTA personnel for PMS students.
3. Provide health related services to assigned students in accordance with state and federal regulations and within standards of professional ethics.
4. Comply with and maintain current documentation standards and PMS therapist services policies and procedures, as directed by the special student services director.
5. Document and provide information regarding student health-related issues that may arise during the time the licensed therapist is providing services to a student.

6. Provide health assessment data, assist with goal writing and participate in Individualized Education Program (IEP) Team meetings for eligible students, in accordance with state and federal regulations.
7. Provide progress reports on the treatment of student(s), Medicaid documentation, or other evaluation reports as may be appropriate are required for each student.
8. Obtain prior approval from PMS to bill for hours beyond those specified above.
9. Complete training regarding policy and procedures in PMS.

Mental Health Services

1. Provide required health related services to assigned students, in accordance with students' Individual Health Plans (IHP) and/or Individualized Education Programs (IEPs), and as directed by the special student services director or school superintendent.
2. Provide health related services to assigned students in accordance with state and federal regulations and within standards of professional ethics.
3. As the PMS District's professional School Psychologist, command the district Crisis Team as so necessary. Must be able to be physically present in Portales within one hour of notification from the School Superintendent, Special Student Services Director, or their designee.
4. Comply with and maintain current documentation standards and PMS psychologist services policies and procedures, as directed.
5. Document and provide information regarding student health-related issues that may arise during the time the licensed psychologist is providing services to a student.
6. Provide health assessment data, assist with goal writing and participate in Individualized Education Program (IEP) Team meetings for eligible students, in accordance with state and federal regulations.
7. Provide progress reports on the treatment of student(s), Medicaid documentation, or other evaluation reports as may be appropriate are required for each student.
8. Obtain prior approval from PMS to bill for hours beyond those specified above.
9. Complete training regarding policy and procedures in PMS.

The District Shall: Coordinate with Special Student Services Director or Her Designee

1. **PMS Responsibilities:** PMS will fulfill the following requirements and perform the following services in a satisfactory and proper manner. PMS shall:
 1. Provide a district-approved time-sheet to be used by all contracted OTs and School Psychologists if requested.
 2. Provide a list of students who have been identified to receive therapy services to each service provider.
 3. Provide medical history and necessary medical permission (i.e. from the physician) and instructions for each student for whom the Contractor is providing services
 4. Provide the following as necessary to perform the requested services:
 - a. Materials – i.e., printed PMS forms, Public Education Department forms, standardized test instruments, and protocols.

- b. Equipment – i.e., desks, table, and chairs.
 - c. Facilities – i.e., conference room.
- 5. Coordinate IEP Team meetings, consultations, evaluations and staffing as appropriate.
- 6. Obtain medical evaluations as necessary.
- 7. Provide record release authorization for each referred, as needed.

B. TECHNICAL SPECIFICATIONS

- a. **Experience and References – Minimum of 3**
Submit a minimum of three (3) past and/or current customers that your company has provided similar services as the requested in the Scope of Work. Include number of years providing service, description of the service, contact person name, telephone number and email address.
- b. **Service Capability**
Submit your knowledge of state and local governmental Ancillary Services policies and procedures and ability to manage the scale of Ancillary Services required by this contract.
- c. **Approach/Methodology**
Include information of the methodology and approach to the requested scope of work of this RFP. Include information on how you will provide the requested services.

C. MANDATORY REQUIREMENTS

The individuals/company shall be fully qualified and licensed to provide services requested.

- a. **Letter of Transmittal Form** The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX B. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.52 and APPENDIX B, and to return a signed, unaltered form will result in Offeror's disqualification.**
- b. **Campaign Contribution Disclosure Form**
The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX D). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**
- c. **Conflict of Interest and Debarment/Suspension Certification Form**
The Offeror must complete an unaltered Conflict of Interest and Debarment/Suspension Form and submit a signed copy with the Offeror's

proposal. (See APPENDIX C). **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**

- d. **Non-Collusion Affidavit Form**
The Offeror must complete an unaltered Conflict of Interest and Debarment/Suspension Form and submit a signed copy with the Offeror’s proposal. (See APPENDIX E). **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**

- e. **Cost**
Offeror must complete and submit the Cost Proposal Form providing proposed annual contract cost for accomplishing the scope of work. Price must be a fixed dollar. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be shown as separate items. Contract extensions, if exercised, shall be at the same annual cost as proposed by the Offeror. Cost will be measured using the following formula:

Lowest Responsive Offer Proposal

This Offeror’s Proposal

X Available Award Points

- f. **CONTRACT MANAGER**
This contract will be administered and supervised by the Director of Special Student Services and/or his/her designee.

V. EVALUATION

EVALUATION POINT SUMMARY

The services being sought under this RFP are considered to be professional in nature.

Consequently, the evaluation of the submittals shall be based upon consideration of the demonstrated qualifications and capabilities of the qualified firms, which shall result in an award that is in the best interest of PMS. Submittals will be evaluated on a combination of factors. They include, but are not limited to the following criteria listed below.

The proposal package will be evaluated based on the responsiveness to the criteria described below with those criteria's values weighted as follows:

Technical Proposal	
<u>Experience and References - Minimum of 3:</u> Submit a minimum of three (3) past and/or current customers that your company has provided similar services as the requested in the Scope of Work. Include number of years providing service, description of the service, contact person name, telephone number and email address.	25 Points
<u>Service Capability:</u> Submit your knowledge of state and local governmental Ancillary Services policies and procedures and ability to manage the scale of Ancillary Services required by this contract.	25 Points
<u>Approach/Methodology:</u> Include information of the methodology and approach to the requested scope of work of this RFP. Include information on how you will provide the requested services.	30 Points
<u>Mandatory Specifications:</u> The individuals/company shall be fully qualified and licensed to provide services requested. 1. Letter of Transmittal Form: The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX B. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.52 and APPENDIX B, and to return a signed, unaltered form will result in Offeror's disqualification. 2. Campaign Contribution Disclosure Form: The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX D). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification. 3. Conflict of Interest and Debarment/Suspension Certification Form The Offeror must complete an unaltered Conflict of Interest and Debarment/Suspension Form and submit a signed copy with the Offeror's proposal. (See APPENDIX C). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification 4. Non-Collusion Affidavit Form The Offeror must complete an unaltered Conflict of Interest and Debarment/Suspension Form and submit a signed copy with the Offeror's proposal. (See APPENDIX E). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.	20 Points
Total Technical Proposal	100 Points
Oral Presentation (if held)	50 Points
Price Proposal	50 Points
Total Points	200 Points

Note: FAILURE to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the Chief Procurement Officer.

A. EVALUATION PROCESS

1. Initial Review: All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
 2. Clarifications: The Chief Procurement Officer may contact the Offeror for clarification of the response as specified in this RFP.
 3. Other Information Sources: The Evaluation Committee may use other sources of information to perform the evaluation.
 4. Scoring and Contract Award Recommendation Responsive proposals will be evaluated and assigned a point value based on the factors. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the District taking into consideration the evaluation factors will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
 5. All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee, with all members in attendance.
 6. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:
 - a. Scoring Numerical Ranking
 - b. Firm A Tie $(1^{st} + 2^{nd})/2 = 1.5$
 - c. Firm B Tie $(1^{st} + 2^{nd})/2 = 1.5$
 - d. Firm C Third $= 3$
 7. A tie for first, at the end of the final rankings after completion of evaluation of proposals shall be broken by a separate ranking by the committee members, only ranking the firms involved in a tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the chairman of the Evaluation Committee or Chief Procurement Officer.
 8. The Chief Procurement Officer shall notify all finalists in writing of the final results of the interviews, if held, and the overall selection process.
- *NOTE: Please read all of the RFP documents carefully for mandatory requirements.**

B. METHOD OF AWARD

Portales Municipal Schools intends to award this Project to the highest ranked Offeror in accordance with the Request for Proposal. Portales Municipal Schools reserves the right to reject any and all proposals, to waive technical irregularities, and to award the contract to the Offeror whose proposal it deems to be in the best interest of Portales Municipal Schools. The contract shall be awarded to the Offeror or Offerors 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.

VI. COST PROPOSAL FORM

OFFEROR'S Name and Address:
Telephone:
Fax:
Federal Tax ID#
NM Tax ID#
CID License#

RFP 21-22-0001 Ancillary Services
specifically, OT & School Psychologist

The Proposal is submitted to Owner:
Portales Municipal Schools
Sarah Stubbs, CPO
501 South Abilene Ave
Portales, NM 88130
575-356-7000

1. The undersigned Offeror proposes and agrees, if this proposal is accepted, to enter into an agreement with the Owner in the form included in the RFP Documents to perform and furnish all Work as specified or indicated in the RFP Documents for the Contract Price and within the Contract Time indicated in this proposal and in accordance with the other terms and conditions of the Contract Documents.
2. The Offeror accepts all of the terms and conditions of the Request for Proposals and Instructions to Offerors, including without limitation those dealing with the disposition of proposal security and other Proposal Documents. This Proposal will remain subject to acceptance for sixty (60) days after the day of Proposal opening. The Offeror shall sign and submit the Agreement between Owner and Contractor and other documents required by the Proposal Requirements within ten (10) days after the date of the Owner's Notice of Award.
3. In submitting this Proposal, the Offeror represents, as more fully set forth in the Agreement, that:
 - A. the Offeror has examined copies of all the Proposal Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. Title: _____ Date: _____
No. Title: _____ Date: _____
 - B. the Offeror has familiarized himself/herself with the nature and extent of the Proposal Documents, Service, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Services;
 - C. this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal;
 - D. the Offeror has not solicited or induced any person, firm, or corporation to refrain from Proposing; and the Offeror has not sought by collusion to obtain for himself/herself any advantage over any other Offeror or over the Owner; the Offeror agrees to show clearly on the envelope in which the Proposal is submitted the Project Name and Number, and

RFP Number; and,

- 4. the Offeror will complete the Services for the following price(s) (do not include any gross receipts tax in the price(s).
- 5. A proposal must be submitted on all items. Segregated proposals will not be selected by the Owner. NOTE: This cost does not include New Mexico Gross Receipts Tax.

Please check your calculations before submitting your proposal; the District will not be responsible for miscalculations.

PROPOSAL ITEMS

OT Flat Rate Cost	Per Hour	\$
School Psychologist Flat Rate Cost	Per Hour	\$

_____List of any deviation from specifications must be attached

- 6. The Offeror agrees that: It is understood that the Owner reserves the right to reject any or all Proposals and to waive any technical irregularities in the proposals.

The terms used in this Proposal and the Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Proposal Documents, have the meanings assigned to them in those Conditions.

Authorized Signature/Local Representative Date Signed

Type Name and Position Held with Company

APPENDIX A
DISTRIBUTION LIST RESPONSE FORM

This Distribution List Response Form should be signed and submitted no later than 4:00 p.m. on September 17, 2021. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

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

FIRM:

REPRESENTED BY:

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal. For clarity, type the information in the form. The Owner will not be responsible for incorrect or non-legible information submitted by Offeror.

Submit the Distribution List Response Form to:

Sarah Stubbs, Chief Procurement Officer
RFP 21-22-0001 Ancillary Services
Portales Municipal School District
501 South Abilene
Portales, NM 88130
E-mail: sstubbs@portalesschools.com

APPENDIX B
LETTER OF TRANSMITTAL FORM

ACKNOWLEDGEMENT: By responding to this RFP, the undersigned Offeror (1) acknowledges that he or she agrees to the terms and conditions set forth in this RFP; (2) certifies that the Offeror has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the District; and (3) agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed as the price indicated.

Name of Firm: _____
Address 1: _____
Address 2: _____
Telephone No: _____
Email: _____

Signature of Authorized Representative: _____
Type or legibly print name of above: _____
Contractor's License# (if applicable): _____
Resident Preference # (if applicable): _____

Contact information for Sales Department (please print legibly):

Name of Contact: _____
Telephone No.: _____
Email Address: _____

Contact information for POs/Invoicing/Etc. (please print legibly):

Name of Contact: _____
Telephone No.: _____
Email Address: _____

Contact information for Product or Deliver Problems. (please print legibly):

Name of Contact: _____
Telephone No.: _____
Email Address: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting organization named above, I accept the Terms and Conditions Governing the Procurement.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.

Authorized Signature	Date
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APPENDIX C
CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION
CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to Portales Municipal Schools in response to the above referenced bids/request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Portales Municipal Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Portales Municipal Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator:

List below the name(s) of any Portales Municipal Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor’s stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor: _____.

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____ Date: _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City/State/Zip: _____

Telephone: _____ Fax: _____ Email: _____

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. **FOR THIS SOLICITATION THIS WOULD REFER TO MEMBERS OF THE PORTALES MUNICIPAL SCHOOL BOARD.**

“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
NON-COLLUSION AFFIDAVIT FORM

Company Name: _____

Address: _____

City, State, Zip Code: _____

I, _____, of the _____ in the
Name City County of _____, State of
_____ am of full age, being dully sworn according to law on my
oath depose and say that: I am the _____ of the firm of
_____ Title Company Name, the Offeror making the Proposal
for goods, services or public work specified under the attached proposal, and that I executed the
said proposal with full authority in any collusion or otherwise taken any action in restraint of free
competition in connection with the above proposal, and that all statements contained in said
proposal and in this affidavit are true and correct, and made with full knowledge that
_____ (Company Name) relies upon the truth of the statements
contained in said proposal and in the statements contained in this affidavit in awarding the
contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon agreement or understating for a commission, percentage, brokerage or
contingent fee, except bona fide employees or bon fide established commercial or selling
agencies maintained by:

Company Name	Authorized Signature, Title, and Date
--------------	---------------------------------------

APPENDIX F

BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE

CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who falls to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Clean Air and Water Act

I, the Offeror, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1369), Executive Order 117389 and Environmental Protection Agency regulation, 40 CRF Part 15.

Company Name: _____

Title of Authorized Representative: _____

Signature: _____

Date: _____

APPENDIX G

W9