



REQUEST FOR PROPOSALS
FOR ANCILLARY AND RELATED SERVICES

RFP NO: 2021-009-HR Issued March 7, 2021

PROCUREMENT ON BEHALF OF: Los Lunas School District

CONTACT PERSON: Heather Rindels

ADDRESS: PO Drawer 1300

CITY/STATE/ZIP: Los Lunas, NM 87031

TELEPHONE: 505-866-8259

FAX: 505-866-8262

E-MAIL: hrindels@llschools.net

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:

DATE: Tuesday, April 20, 2021 TIME: 2:00 PM Local Time

DELIVER TO:

Los Lunas Schools

Attn: Heather Rindels

(If Mailed) PO Drawer, 1300 Los Lunas, NM 87031

(If Hand Delivered) 119 Luna Avenue, Los Lunas, NM 87031

Phone Number: 505-866-8259

Email: hrindels@llschools.net

The date and time received will be stamped on the proposals by the District offices. Late Proposals will not be accepted. It is the responsibility of the Offeror to ensure that proposals are delivered on time to the correct address.

A NON-MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD VIA ZOOM

DATE: Thursday, March 25, 2021 TIME: 10:00 AM Local Time

Join Zoom Meeting Using this Link:

<https://us02web.zoom.us/j/88035176303?pwd=Yk13RGxjbGh5amtYcDhuWE1taEJVZz09>

Meeting ID: 880 3517 6303

Passcode: 1yXYx6

Commodity Codes: 94855, 94864, 94886, 95290

Table of Contents

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:..... I

DELIVER TO:1

I. INTRODUCTION..... 1

A. PURPOSE OF THIS REQUEST FOR PROPOSALS..... 1

B. SUMMARY SCOPE OF WORK..... 1

C. SCOPE OF PROCUREMENT..... 1

D. PROCUREMENT MANAGER..... 2

E. DEFINITION OF TERMINOLOGY 2

F. RESIDENT/VETERAN BUSINESS PREFERENCE 4

 1. Resident Business Preference..... 4

 2. Resident Veterans Preference..... 4

G. PROCUREMENT LIBRARY 4

II. CONDITIONS GOVERNING THE PROCUREMENT 5

A. SEQUENCE OF EVENTS 5

B. EXPLANATION OF EVENTS 5

 1. Issue RFP 5

 2. Return of “Acknowledgment of Receipt” Form for Distribution List..... 5

 3. Pre-Proposal Conference..... 6

 4. Deadline to submit additional written questions 6

 5. Response to written questions/RFP Amendments..... 6

 6. Submission of Proposal..... 6

 7. Proposal Evaluation..... 7

 8. Notification of Finalists..... 7

 9. Best and Final Offers 7

 10. Oral Presentations 7

 11. Contract Negotiations 7

 12. Contract Award..... 7

 13. Protest Deadline..... 8

C. GENERAL REQUIREMENTS 8

 1. Acceptance of Conditions Governing the Procurement 8

 2. Incurring Cost 8

 3. Prime Contractor Responsibility..... 8

 4. Subcontractors..... 8

 5. Amended Proposals..... 8

 6. Offeror’s Rights to Withdraw Proposal..... 9

 7. Proposal Offer Firm..... 9

 8. Disclosure of Proposal Contents..... 9

 9. No Obligation..... 9

 10. Termination 9

 11. Sufficient Appropriation 10

 12. Legal Review 10

 13. Governing Law..... 10

 14. Basis for Proposal..... 10

 15. Contract Terms and Conditions 10

 16. Offeror’s Terms and Conditions..... 10

 17. Contract Deviations 11

 18. Offeror Qualifications 11

 19. Right to Waive Minor Irregularities..... 11

 20. Change in Contractor Representatives..... 11

 21. Notice 11

 22. District Rights..... 11

 23. Ownership of Proposals 11

 24. Ambiguity, Inconsistency or Errors in RFP 11

 25. Competition 11

26. Use by Other Government Entities 12

27. Confidentiality 12

28. Electronic mail address required 12

29. Use of Electronic Versions of this RFP 12

III. RESPONSE FORMAT AND ORGANIZATION 13

A. NUMBER OF RESPONSES 13

B. NUMBER OF COPIES 13

C. PROPOSAL FORMAT 13

 1. Proposal Organization 13

 2. Letter of Transmittal Form 14

 3. Other Supporting Materials 14

IV. SPECIFICATIONS 15

A. INFORMATION 15

 1. In-State Resident or Veteran Preference 15

 3. Response to Requirements 16

B. MANDATORY REQUIREMENTS 16

 1. Letter of Transmittal Form (0 Points -Pass/Fail)..... 16

 2. Campaign Contribution Disclosure Form (0 Points-Pass/Fail) 16

 3. Conflict of Interest and Debarment Form (0 Points-Pass/Fail)..... 17

 4. Insurance (0 Points-Pass/Fail)..... 17

 5. Capability and Agreement to Perform (0 Points-Pass/Fail) 17

 5. Professional Qualifications (0 Points-Pass/Fail)..... 17

 6. Qualifications and Experience Narrative (300 Points) 17

 7. Accessibility (200 Points) 17

 8. Cost Consideration (100 Points)..... 17

V. EVALUATION 19

A. EVALUATION POINT SUMMARY 19

B. EVALUATION FACTORS: MANDATORY REQUIREMENTS 19

 1. Letter of Transmittal Form (0 Points) 19

 2. Campaign Contribution Disclosure Form (0 Points) 19

 3. Conflict of Interest and Debarment Form (0 Points) 19

 4. Insurance (0 Points) 19

 5. Capability and Agreement to Perform (0 Points)..... 19

 6. Professional Qualifications (0 Points) 19

 7. Qualifications and Experience Narrative (300 Total Points Possible) 20

 8. Accessibility (200 Points) 20

 9. Cost Proposal (100 Points) 20

C. EVALUATION PROCESS 20

 1. Initial Review 20

 2. Clarifications 20

 3. Other Information Sources 20

 4. Resident Business/Contractor Preference 20

 5. Scoring and Contract Award Recommendation 20

ACKNOWLEDGEMENT OF RECEIPT FORM 22

REQUEST FOR PROPOSALS 22

PROFESSIONAL SERVICES CONTRACT 23

LOS LUNAS SCHOOL DISTRICT 23

CONTRACT #2021-009-HR 23

 1. Scope of Work *See Attachments I and II 23

 2. Compensation. 23

 3. Term 24

 4. Termination..... 24

 5. Appropriations 24

 6. Status of Contractor 24

 7. Assignment 25

8.	<i>Subcontracting</i>	25
9.	<i>Release</i>	25
10.	<i>Confidentiality</i>	25
11.	<i>Product of Service -- Copyright</i>	25
12.	<i>Conflict of Interest; Governmental Conduct Act</i>	25
13.	<i>Amendment</i>	26
14.	<i>Merger</i>	26
15.	<i>Penalties for violation of law</i>	26
16.	<i>Equal Opportunity Compliance</i>	26
17.	<i>Applicable Law</i>	26
18.	<i>Workers Compensation</i>	27
19.	<i>Records and Financial Audit</i>	27
20.	<i>Disclaimer and Hold Harmless</i>	27
21.	<i>Indemnification</i>	27
22.	<i>Invalid Term or Condition</i>	27
23.	<i>Enforcement of Agreement</i>	27
24.	<i>Authority</i>	27
25.	<i>Lobbying N/A</i>	27
26.	<i>Approval of Contractor Personnel</i>	28
27.	<i>Survival</i>	28
28.	<i>Succession</i>	28
29.	<i>Force Majeure</i>	28
30.	<i>Mediation</i>	28
31.	<i>Notice to Proceed</i>	28
32.	<i>Attorney's Fees</i>	28
33.	<i>Cooperation</i>	28
34.	<i>Incorporation and Order of Precedence</i>	29
35.	<i>Patent, Copyright, Trademark and Trade Secret Indemnification</i>	29
36.	<i>Professional Liability Insurance</i>	29
37.	<i>Notices</i>	30
38.	<i>Fingerprints and Background Checks</i>	30
	SCOPE OF WORK	32
	COST PROPOSAL FORM	36
	LETTER OF TRANSMITTAL FORM	38
	CAMPAIGN CONTRIBUTION DISCLOSURE FORM	40
	CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM	43

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Los Lunas Schools (LLS) seeks sealed proposals from qualified agencies, organizations, and/or individuals that have the ability and resources to provide Ancillary and Related Services to the Special and Alternative Education Department on an as-needed basis in accordance with the specifications contained in this Request for Proposals (RFP). Persons having bilingual abilities are preferred. Services requested under this RFP include:

OT	OCCUPATIONAL THERAPIST
COTA	CERTIFIED OCCUPATIONAL THERAPY ASSISTANT
PT	PHYSICAL THERAPIST
PTA	PHYSICAL THERAPY ASSISTANT
SLP	SPEECH, LANGUAGE PATHOLOGIST
TVI	TEACHER OF THE VISUALLY IMPAIRED
O&M	ORIENTATION AND MOBILITY
RT	RECREATIONAL THERAPIST
RN	REGISTERED NURSE

Los Lunas School District is one of 89 public school districts in New Mexico and is home to 15 Schools. District enrollment for the 2021/2022 school year is projected to be approximately 8000 students in grades K-12. The District Special Education student population includes a large bilingual population. Persons with a bilingual background are preferred. LLS prides itself on an individualized and personalized approach to educating its students.

B. SUMMARY SCOPE OF WORK

The scope of work consists of providing ancillary and related services as needed by the Los Lunas School District. *See Attachments I and II

C. SCOPE OF PROCUREMENT

1. Los Lunas Schools seeks to establish a contract for Ancillary and Related Services contingent upon available funding and mutual agreement between both parties. Contract period will be for one (1) year to begin with Fiscal Year 2021-2022, and to be renewed upon Board of Education approval one (1) year at a time for subsequent fiscal years to include 2022-2023, 2023-2024 and 2024-2025. This procurement may result in a multiple source award.
2. Regardless of the termination date of said contract, any work in place will be carried to completion by the same agency without unduly prolonging the process. In no case will the agreement including all extensions thereof, exceed a total of four (4) years in duration.
3. The Offeror(s) selected to provide Ancillary and Related Services will be required to enter into Los Lunas Schools standard agreement for professional services (Appendix B). Failure to negotiate a fee acceptable to all parties will require the selection of another agency.
4. When Los Lunas Schools issues a Purchase Order in response to this Request for Proposal, a binding contract is created. It should be noted that the terms and conditions set forth herein represents the contract. Any contract entered into between LLS and the successful Offeror is by no means an

exclusive contract for the services described herein. LLS reserves the right to issue additional Requests for Proposals for special or technical projects, which may arise at any time, to better meet the needs of the District.

5. For projects that are federally funded, the selected Offeror(s) will be required to comply with the applicable federal requirements including those relative to Equal Opportunity in Employment.

D. PROCUREMENT MANAGER

LLS has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other School District Employees do not have the authority to respond on behalf of LLS.

Heather Rindels
Los Lunas School District Buyer

<u>Delivery Address (Including proposal delivery):</u>	<u>Mailing Address:</u>
119 Luna Ave // Los Lunas, NM 87031	PO Box 1300 // Los Lunas, NM 87031

Phone: (505) 866-8259
Fax: (505) 866-8262
E-mail: hrindels@llschools.net

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Heather Rindels' Delivery Address, above.

E. DEFINITION OF TERMINOLOGY

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

"Close of Business" means 4:30 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

"Determination" means the written documentation of a decision of the Chief Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

"Evaluation Committee" means a body appointed by the Chief Finance Officer to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

"Local public body" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities.

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

"Procurement Manager" means the person or designee authorized by the School District to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring agency of the District" means the department or other subdivision of Los Lunas School District that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the Los Lunas School District Purchasing Office or the School District Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for Los Lunas School District.

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

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished required information and data to prove that their 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 called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal 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 and delivery requirements.

"School Board" means the elected board in whom all powers of the School District are vested and who are responsible for the proper and efficient administration of School District affairs.

“Statement of Compliance” and “Statement of Concurrence” mean an express statement, by the Offeror in their proposal, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include “The [NAME HERE Company] agrees to comply with this requirement.” and “The [NAME HERE Company] concurs with this requirement.”

F. RESIDENT/VETERAN BUSINESS PREFERENCE

1. Resident Business Preference

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for an Offeror to receive preference as a resident business, that Offeror must submit a copy of their resident business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

2. Resident Veterans Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. [Please see Section V.C.4 for more information and especially note Appendix F.] In order for an Offeror to receive preference as a resident veteran business, that Offeror must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

G. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- New Mexico Procurement Code

<https://law.justia.com/codes/new-mexico/2013/chapter-13/>

- Los Lunas School District Procurement Policy

http://www.llschools.net/school_board/policies/section_i_i_i_finance/

END SECTION I-INTRODUCTION

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	3/07/2021 (Sunday)
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Potential Offerors (PO)	3/25/21 (Thursday)
3. Non-Mandatory Pre-Proposal Conference	PM/PO	3/25/21 10:00 AM Local Time (Thursday)
4. Deadline to Submit Written Questions	PO	3/31/21 4:30 PM Local Time (Wednesday)
5. Response to Written Questions/ RFP Amendments	PM	4/07/21 4:30 PM Local Time (Friday)
6. Submission of Proposal	Offerors	4/20/21 2:00 PM Local Time (Tuesday)
7. Proposal Evaluation	Evaluation Committee (EC)	4/26/21 (Monday)
8. Notification of Finalists	EC	4/27/21 (Tuesday)
9. Best & Final Offer (If requested)	Offerors	
10. Oral Presentations (If requested)	Offerors	4/30/21 (Friday)
11. Contract Negotiations	Tentative winner/District	5/4/21 (Tuesday)
12. Contract Award*	Board of Education*	5/25/21 (Tuesday)
13. Protest Deadline	Offerors	6/9/21 (Wednesday)

*Contract award is subject to approval of the Los Lunas School Board.

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue RFP

This RFP is being issued by the Los Lunas Schools Purchasing Agent on behalf of the School District and the Los Lunas School Board of Education.

2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A Non-Mandatory Pre-Proposal Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 10:00 AM Local Time via Zoom Video Conference. Potential Offerors are encouraged to review the Request for Proposal document prior to the Pre-Proposal Conference. A public log will be kept of the names of Potential Offerors that attend the Pre-Proposal Conference. Attendance at the Pre-Proposal Conference is not a prerequisite for submission of a proposal but is highly recommended.

4. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 4:30 PM Local Time on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Los Lunas School District website

http://www.llschools.net/district/departments/purchasing_warehouse/purchasing_services_rfp_services_and_contracts, via the "Bid Opportunities" link. Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

6. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM LOCAL TIME ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the "Ancillary and Related Services for Los Lunas Schools", should reference "RFP #2021-009-HR" and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Chief Finance Officer. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at her option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Notification of Finalists

The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the District.

9. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

10. Oral Presentations

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Manager will schedule the time for each Offeror's presentation. All presentations will be made in the Los Lunas Schools Board Room located at 119 Luna Avenue, Los Lunas, NM 87031. Each presentation will be limited to a fixed amount of time as designated by the Procurement Manager in the Oral Presentation requirement notification.

11. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous Offeror(s) no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the District reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the School Board will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the School Board.

Any contract awarded shall be awarded to the Offeror whose proposal is most advantageous to the District, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

13. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Los Lunas Schools Procurement Policy Section 3.15. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 4:30 PM Local Time on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Director.

Los Lunas School District Purchasing
Attn. Michelle Romero, Director of Purchasing
444 Luna Avenue, Suite 100A
Los Lunas, New Mexico 87031

NOTE: Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Los Lunas Schools Procurement Policy Section 3.15.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the District. The District will only make contract payments to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the District Purchasing Office.

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 signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

9. No Obligation

This procurement in no manner obligates Los Lunas Schools or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval 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 District.

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 termination 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 concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

Should an Offeror object to any of the District's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language in their RFP. The District may or may not accept the alternative language, at the District's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the District and could lead to 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 in order for the proposed alternate wording to be considered.

16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the District. The District may or may not accept the additional language, at the District's sole discretion.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the District and the selected Offeror 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 Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice

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

22. District Rights

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

23. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the District. However any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

24. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

25. 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 the District.

26. Use by Other Government Entities

By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability incurred by Los Lunas Schools.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement 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 Los Lunas Schools.

28. 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.

29. Use of Electronic Versions of this RFP

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

END SECTION II-CONDITIONS GOVERNING THE PROCUREMENT

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

1. Offerors shall deliver four (4) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. (Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for four (4) identical copies would be fulfilled by submitting the original and three (3) copies of the original.) The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures.

2. Offerors shall also submit one (1) copy of their proposal on a USB flash drive that **DOES NOT** include the sealed cost proposal. This can be included with the copy marked "ORIGINAL."

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal should be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence shown unless otherwise indicated.

- a. Table of Contents
- b. Letter of Transmittal Form (See Appendix D)*
- c. Valid In-State Resident or Veteran Preference Certificate (Optional at Offeror's discretion. See Section I.F.)*
- d. Campaign Contribution Disclosure Form (See Appendix E)*
- e. Conflict of Interest and Debarment Form (See Appendix F)*
- f. Certificate of Liability Insurance *
- g. Capability and Agreement to Perform *
- h. Cost Proposal Form (See Appendix C) in a sealed and labeled envelope*
- i. Proposal Summary (Optional)
- j. Response to Specifications
- k. Other Supporting Material (Optional. See Section III.C.3., below)

***Only the single original needs to be provided and must be secured in the binder marked “Original” in the required sealed and labeled envelope.**

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Proposal Form, Appendix C.

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

A proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the Offeror's proposal.

3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

END SECTION III-RESPONSE FORMAT AND ORGANIZATION

IV. SPECIFICATIONS

A. INFORMATION

1. In-State Resident or Veteran Preference

A valid In-State Resident or Veteran Preference Certificate issued by the New Mexico Taxation and Revenue Department **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident or veteran business. See Section I.F, above, for more information.

2. Description of Services Desired

Listed herein are the descriptions of the services and abilities desired in each category by LLS. Please state the category you are submitting your proposal for on the Cost Proposal Form (Appendix C). If you have any questions regarding the description(s), please submit your questions in writing to the Purchasing Manager by the date listed in Section II.A.4. It should be noted that LLS prefers Offerors with bilingual abilities, however, this is not mandatory.

A. OT-OCCUPATIONAL THERAPIST

- 1). Master's degree from an accredited college or university
- 2). New Mexico Public Education Department Licensure in Occupational Therapy
- 3). Implement Individual Education Plans (IEP) and Implement IEP goals that support students' abilities to participate in meaningful activities (occupations) in the educational

setting

B. COTA-CERTIFIED OCCUPATIONAL THERAPIST ASSISTANT

- 1). Associate's or Bachelor's Degree from an accredited college or university
- 2). New Mexico Public Education Department Licensure as a Certified Occupational Therapist Assistant
- 3). Implement an IEP, long term and short term goals, which include: assisting the student to reach optimal physical potential, using materials and techniques appropriate to student's age and level of functioning.

C. PT-PHYSICAL THERAPIST

- 1). Bachelor's degree in physical therapy from an accredited college or university
- 2). New Mexico Public Education Department Licensure in Physical Therapy
- 3). Promote motor development and the student's participation in everyday routines and activities that are part of his/her program

D. PTA-PHYSICAL THERAPIST ASSISTANT

- 1). Associate's or Bachelor's degree from an accredited college or university
- 2). New Mexico Public Education Department Licensure as a Physical Therapist Assistant
- 3). Implement an IEP, long term and short term goals, which include: assisting the student to reach optimal physical potential, using materials and techniques appropriate to student's age and level of functioning.

E. SLP-SPEECH AND LANGUAGE PATHOLOGIST

- 1). Master's degree from an accredited college or university

- 2). New Mexico Public Education Licensure in Speech and Language Pathology
- 3). Remediate language and speech disorders that interfere with the individual student's ability to derive full benefit from the district's educational program.

F. TVI-TEACHER OF THE VISUALLY IMPAIRED

- Impaired
- 1). Bachelor's degree in education from a regionally accredited college or university.
 - 2). New Mexico Public Education Department Licensure in Teacher of the Visually Impaired
 - 3). Provide direct and/or consultative special education services to students with vision loss and impairment.

G. O&M-ORIENTATION AND MOBILITY

- Blind
- 1). Master's degree from an accredited college or university
 - 2). New Mexico Public Education Department Licensure in Mobility Training for the Blind
 - 3). Teach individuals with visual impairments to travel safely, confidently and independently in their environment

H. RT-RECREATIONAL THERAPIST

- 1). Master's degree from an accredited college or university
- 2). New Mexico Public Education Department Licensure in Recreational Therapy
- 3). Implement Individualized Education Program goals that support students' abilities to participate in meaningful recreation and other activity based interventions in the educational setting

I. RN-REGISTERED NURSE

- 1). Registered Nurse licensed to practice in New Mexico
- 2). Associate's degree in Nursing or Diploma Nursing program graduate from a regionally accredited college, university or institution accredited by the National League of Nursing.
- 3). Two (2) or more years of relevant practice as a Registered Nurse
- 4). Utilize the principles of health and education to promote a climate of health and well-being for each student in the district schools

3. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.8, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal.

B. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points -Pass/Fail)

Offeror must complete and submit the "Letter of Transmittal Form", found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

2. Campaign Contribution Disclosure Form (0 Points-Pass/Fail)

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature

sections within the form. (For purposes of this requirement, the applicable elected public officials for Los Lunas School District are: Bryan Smith-Board President, Eloy Giron-Board Vice President, Steven Otero-Board Secretary, Frank Otero-Board Member and P. David Vickers-Board Member.

3. Conflict of Interest and Debarment Form (0 Points-Pass/Fail)

Offeror must complete and sign the Appendix F, Conflict of Interest and Debarment Form. This form must be submitted with your proposal.

4. Insurance (0 Points-Pass/Fail)

Offeror must provide proof of professional liability and automobile insurance and who is covered under what circumstances.

5. Capability and Agreement to Perform (0 Points-Pass/Fail)

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix B. A statement of concurrence is required.

5. Professional Qualifications (0 Points-Pass/Fail)

- a. All persons within the proposing agency that will be providing Ancillary and Related Services must hold licensures and degrees as specified in Section IV.2.A-I Specifications. Proof of licensures and degrees required.
- b. A current resume is also required. Please ensure that it is sufficiently detailed to include applicable employment or expertise in the required area, professional affiliations, academic credentials and any other pertinent information.
If Offeror is an agency, this information is required for all personnel who may participate in providing the service.

6. Qualifications and Experience Narrative (300 Points)

Offeror shall submit a detailed narrative describing qualifications and experience providing Ancillary and related services for K-12 schools. Include any information that will document the Offeror has demonstrated competence, credibility and responsiveness in providing such services in the past and can be reasonably expected to perform in a like manner in the future. The narrative shall include examples of experiences in providing OT/PT and SLP services to students and working in a community or with K-12 school districts.

7. Accessibility (200 Points)

Offeror must describe the agency's proximity to Los Lunas School District and hours of availability.

8. Cost Consideration (100 Points)

Offeror must complete and submit the Cost Proposal Form at Appendix C, providing proposed contract cost for accomplishing the Scope of Work. State gross receipts and local option taxes (if any) shall not be included in the proposed cost.

Depending on the availability of funding, successful offeror will be compensated for services rendered satisfactorily. The target rate for Los Lunas Schools is listed below.

OT-OCCUPATIONAL THERAPIST	\$65.00 per hour
COTA-CERTIFIED OCCUPATIONAL THERAPY ASSISTANT	\$65.00 per hour
PT-PHYSICAL THERAPIST	\$65.00 per hour
PTA-PHYSICAL THERAPY ASSISTANT	\$65.00 per hour
SLP-SPEECH AND LANGUAGE PATHOLOGIST	\$65.00 per hour
TVI-TEACHER OF THE VISUALLY IMPAIRED	\$65.00 per hour
O&M-ORIENTATION AND MOBILITY	\$65.00 per hour
RT-RECREATIONAL THERAPIST	\$65.00 per hour
RN-REGISTERED NURSE	\$65.00 per hour

State gross receipts and local option taxes (if any) are not included in the target rate

END SECTION IV-SPECIFICATIONS

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Campaign Contribution Disclosure Form	0*
IV.B.3	Conflict of Interest and Debarment Form	0*
IV.B.4	Insurance	0*
IV.B.5	Capability and Agreement to Perform	0*
IV.B.6	Professional Qualifications	0*
IV.B.7	Qualifications and Experience Narrative	300
IV.B.8	Accessibility	200
IV.B.9	Cost Proposal	100
TOTAL		600

*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.B.1 through V.B.8, below, as indicated.

B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

3. Conflict of Interest and Debarment Form (0 Points)

Pass/Fail only.

4. Insurance (0 Points)

Pass/Fail only.

5. Capability and Agreement to Perform (0 Points)

Pass/Fail only.

6. Professional Qualifications (0 Points)

Pass/Fail only.

7. Qualifications and Experience Narrative (300 Total Points Possible)

Points will be awarded based on the depth and breadth of the overall experience of the Offeror. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

8. Accessibility (200 Points)

Points will be awarded based on the Offeror's response to the requirement to be available as well as the indicated ease of reaching the Offeror whenever needed, the number of optional methods available to reach the Offeror and the explanation of how they will be easily accessible. The Offeror's explanation of how they will be easily accessible will be the most heavily weighted portion of this evaluation factor.

9. Cost Proposal (100 Points)

Points will be awarded based on the total cost proposed on the Cost Proposal Form (Appendix C) and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\$65 \text{ Average Hourly Rate}}{\text{This Offeror's Average Hourly Rate}} \times 100$$

C. EVALUATION PROCESS

1. Initial Review

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

2. Clarifications

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Resident Business/Contractor Preference

13-1-21 NMSA 1978 provides for preference for resident businesses and contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate or a valid resident contractor certificate with their proposal, as required by 13-1-22 NMSA 1978.

5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the District, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

END SECTION V-EVALUATION

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

**Ancillary and Related Services
Los Lunas School District**

RFP #2021-009-HR

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

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than March 25, 2021.

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

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Please return to:

Heather Rindels
Los Lunas Schools Purchasing
119 Luna Avenue
Los Lunas, NM 87031
Phone: (505) 866-8259
Fax: (505) 866-8262
E-mail: hrindels@llschools.net

APPENDIX B

PROFESSIONAL SERVICES CONTRACT

**Los Lunas School District
CONTRACT #2021-009-HR**

THIS AGREEMENT is made and entered into by and between the Board of Education, Los Lunas Schools, hereinafter referred to as "LLS" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Los Lunas Board of Education.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work *See Attachments I and II

The Contractor will provide Ancillary and Related Services on an as-needed basis and as requested by LLS. Under the direction of LLS Administrative staff, Contractor will determine a Scope of Work regarding the project(s) being addressed. Contractor may be requested to determine an estimated cost of services for work to be performed on a specific project. Upon approval of the Scope of Work by appropriate LLS Administrative staff, a blanket purchase order will be issued to Contractor with a description of the Scope of Work described on the purchase order attached thereto. Contractor may be requested to advise and assist various departments with process and compliance issues, regulations and standards, review of contracts, and the like. Contractor may be asked to inform LLS of any changes to any Federal or State laws, regulations, or standards that are deemed appropriate for project(s).

2. Compensation.

A. LLS shall pay the Contractor for services rendered on an as-needed basis for the 2021/2022 fiscal year. Services will be paid based on the satisfactory completion of the Scope of Work as directed. Contractor shall secure all licenses, permits, fees, etc., as required for the performance of this work and invoice monthly after performance of the services.

B. No per diem will be paid to Contractors for work performed in Los Lunas. Clerical or secretarial help will not be reimbursed. Fee for services includes all of the contractors general and administrative overhead costs.

C. LLS shall not reimburse the Contractor for any tuition or seminar fees

D. Payment will be made upon receipt of a detailed invoice which shall include the Contractor's company name, address, telephone and fax number, invoice number and date, description of and date of service, number of hours worked and hourly rate, subtotal, gross receipts tax and total amount owed. Invoice must have approval of the LLS delegated representative. Invoices may be submitted once per month. Approved invoices will be sent to LLS Accounts Payable department for processing. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. Payment terms are net 30 days. LLS shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

E. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is for one (1) year from the date of approval by the Los Lunas School Board. This Contract will renew on an annual basis with written consent by each party, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the District's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the District is the terminating party, or the Contractor's sending of the notice of termination, or if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the District or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DISTRICT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the District. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the District. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the District, its officers and employees, and LLS from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of LLS and shall be delivered to LLS no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any District employee while such employee was or is employed by the District and participating directly or indirectly in the District's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the District; (ii) the Contractor is not a member of the family of a public officer or employee of the District; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the District, a member of the family of a public officer or employee of the District, or a business in which a public officer or employee of the District or the family of a public officer or employee of the District has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the District within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted

in any way regarding this transaction by, a former public officer or employee of the District whose official act, while in District employment, directly resulted in the District's making of this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the District.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the District relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the District if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the District and notwithstanding anything in the Agreement to the contrary, the District may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia

County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered. These records shall be subject to inspection by LLS officials and/or the LLS Auditor. LLS shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of LLS to recover excessive or illegal payments.

20. Disclaimer and Hold Harmless.

LLS shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold LLS harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by LLS in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

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

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Authority.

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

25. Lobbying N/A

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the District are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the District. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the District shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

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

29. Force Majeure.

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

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Public Schools Insurance Authority and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the District until it is executed by the Los Lunas School Board after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposal No. 2021-009-HR and the Contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposal; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the Contractor's proposal; then
6. the Contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, LLS against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against LLS based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse LLS for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, LLS shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the District the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the District to the extent such modification is the cause of the claim.

36. Professional Liability Insurance.

The contractor shall procure, pay for and maintain in full force and effect during the terms of this Agreement insurance as required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico. The contractor shall furnish LLS copies of certificates of required insurance in a form satisfactory to LLS (or copies of insurance policies if LLS calls for them). All certificates of insurance (or policies) shall provide that thirty (30) days written notice be given to LLS before a policy is canceled, materially changed or not renewed. Various types of required insurance may be written in one or more policies.

- A. Professional Liability Insurance:** The contractor shall procure and maintain during the term of the Agreement professional liability insurance in an amount not less than \$1,000,000 per occurrence, not including defense costs. Such insurance shall have no greater than a \$10,000 deductible unless a different form of security is specifically accepted in writing from LLS. The amount of any deductible shall be stated.
- B. Comprehensive General Liability:** The contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance shall include coverage for all operations performed for LLS by the contractor, coverage for the use of all owned, non-owned, hired automobiles, vehicles, and other equipment both on and off work. Contractual liability coverage shall specifically insure the indemnity and hold harmless provisions of this Agreement.
- C. Workers' Compensation Insurance:** The contractor shall provide for its employees workers compensation insurance as applicable under the New Mexico Workers' Compensation Act
- D. Increased Limits:** If, during the term of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, Sections 41-4-1 through 41-4-27 NMSA 1978., LLS may require the contractor to increase the maximum limits of any insurance required herein.
- E. Proof of Insurance:** Proof of such insurance shall be provided in the form of a certificate of insurance or a copy of the insurance policy and such proof of insurance shall be delivered prior to the execution of a contract.

37. Notices.

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

To the District: Michelle Romero, Director of Purchasing // PO Box 1300 // Los Lunas, NM 87031

To the Contractor: [insert name and address].

38. Fingerprints and Background Checks:

New Mexico Statute Section 22-10-3.3 NMSA 1978 (being Laws, 1997, Chapter 238, Section 1) and State Board of Education Rules require that all applicants who have been offered employment, contractors and contractor's employees **with unsupervised access to students** be fingerprinted in order to establish positive identification for a state and federal criminal background check. LLS will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background checks. Employment or contract may be denied under the Criminal Offender Employment Act if the background check reveals a history of convictions of felonies or misdemeanors, or other information (supported by independent evidence) that could establish unfitness for working in proximity to children and youth. Records and any related information shall be privileged and shall not be disclosed to a person who is not directly involved in the employment decision regarding the applicant or contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

By: _____

Michelle Romero Director of Purchasing Date
Los Lunas Schools
PO Box 1300, Los Lunas, NM 87031
Phone: 505-865-9636 Fax: 505-866-8262 Maromero@lsschools.net

By:
Signature Authorized Firm Representative: _____

Title: _____ Date: _____

Printed Name: _____

Mailing Address: _____

Phone/Fax/Email: _____

Fed Tax ID# or SS#: _____

Attachment 1

Scope of Work

1. CONTRACTOR RESPONSIBILITIES

The Contractor will fulfill the following requirements and perform the following services in a satisfactory and proper manner.

A. Documentation:

- 1) Copy of New Mexico Public Education Department License to practice as an OT, COTA, PT, PTA, SLP, TVI, O&M, and RT
- 2) Copy of RN license to practice in the State of New Mexico
- 3) Copy of Master's Degree for OT, SLP, O&M, and RT
- 4) Copy of Associate's or Bachelor's Degree for COTA, PT, PTA, and TVI
- 5) Copy of Associate's Degree or Nursing Program Diploma for RN
- 6) Copy of Sam.Gov verification

B. Ancillary and Nurse Calendar-See Attachment II

C. Work shall include a minimum of the activities set forth below:

- 1). Determine materials and supplies necessary to meet goals and objectives as stated on each student's IEP.
- 2). Participate in E.D.T. Committee Meetings concerning students who have completed evaluations and provide services to eligible students.
- 3). Provide LLS with the necessary re-evaluation information for students when required.
- 4). Work in coordination with the District's Program Coordinators, Special Education Teachers, and Chair Persons in developing programs for eligible students.
- 5). If required, submit to LLS all data required to complete twenty-day reports, SDE 810 (prior to LLS Dec. 1st Pupil Report) and 515 Reports.
- 6). Assure that all services are in accordance with all licensure requirements and within standards of professional ethics.
- 7). Evaluations will be performed in accordance with the NM State Department of Education Special Education Standards and the LLS Special Services Department Operational Standards.
- 8). Provide a parent interpretive conference.
- 9). Submit to LLS within 10 days of confirmation of assignment all forms and data required by LLS to comply with all State Department of Education and federal reporting requirements.
- 10). Conduct Speech Language Evaluations and provide Therapy Services of eligible assigned students according to the state and federal regulations.

11). The Contractor will remain as a participant to the IEP regardless of the approved 7.0 hours per day will be exceeded until the IEP is concluded or the need of the Contractor's participation is no longer required, which ever event occurs first will be the determining factor for time beyond the approved hours per day.

12). If the IEP has been scheduled and it is known the IEP will exceed the 7.0 hours per day, the Contractor must seek prior approval. If this is not known, the Contractor must submit for approval for time beyond the approved 7.0 hours per day within 48 hours after the scheduled date of the IEP.

13). Approval documentation must be attached to the corresponding time sheet.

14). Obtain prior approval from LLS for a therapist to bill for hours beyond those specified above.

15). Contractors are not allowed to make up service time for Contractor absences.

16). Contractors are required to provide evaluation test kits. LLS will not reimburse Contractors for evaluation test kits.

17). Any confidential information provided to or developed by an Contractor 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 Contractor without the written consent of LLS. The exception to the above includes; need to know information provided to school personnel and Duty to Warn. Nothing produced in whole or in part by a Contractor shall be the subject for an application for copyright by or on behalf of the Contractor.

D. Invoicing:

1). Invoicing for direct/indirect service hours shall not exceed 7.0 hours per day. Direct/indirect service may include evaluations, therapy, parent consultation, consultation with school staff, participation in District scheduled parent conferences, participation in IEP meetings, report writing, service documentation logs and preparation of IEP documents. Invoice LLS only for services rendered, fully comply with all other state and federal requirements associated with provision of services contemplated herein and not bill any other part (e.g. Medicaid, 3rd party insurance, or parents). Violation of this provision will result in termination of the contract.

E. Miscellaneous:

1). Laptop Computers: Contractor shall provide its own laptop. LLS will not issue laptop computers for work under this proposal.

2). Office Space: Work Space will be provided by LLS, however, desktop printers will not be provided by LLS

3). Contractor shall provide their own email addresses through their agency. LLS will not provide email addresses.

2. LOS LUNAS SCHOOLS RESPONSIBILITIES:

A. Generate a list of approved therapists assigned to LLS and the maximum number of hours each is allowed to submit weekly. This list is to be reviewed and signed by the Contractor and LLS.

B. Provide a list of students who have been identified by IEP and E.D.T. Committee to receive services to each service provider.

C. Provide a pre-service orientation meeting for contracting therapist to address procedures related to licensure documentation, fingerprinting and background checks, District-required timesheets, service documentation, Medicaid billing and Federal, State and District requirements. Date of pre-service orientation meeting to be determined by LLS

- D. Process incoming therapists' Medicaid Provider applications.
- E. Provide, for each student referred, referral information; case histories, including educational, family and medical information where applicable, hearing and vision screening; completed educational diagnostic and ancillary evaluation reports; IEP; and other relevant data necessary to design and implement therapy services.
- F. Schedule and coordinate IEP Committee meetings as appropriate.
- G. Schedule students for therapy at selected sites.
- H. Provide copies of the NM State Department of education Standards for excellence Compliance Manual and the LLS Special Services Operational Standards for review by all service providers.
- I. Provide a list of acceptable billable activities that are necessary to perform the requested services.
- J. Contractor will not be compensated for any volunteer activities associated with LLS and are prohibited from accepting supervisory duties associated with LLS activities.

END ATTACHMENT 1-SCOPE OF WORK

ATTACHMENT II

Ancillary and Nurse Calendar

Due to the Pandemic and not having a calendar set for the 21-22 school year, the following information could possibly change. A calendar will be given to the agency before school starts with the breakdown of work days per month.

- Ancillary only work when school is in session. This would be about 181 days.
- Ancillary do not work full days on early release days/parent teacher conference days. They will only work 3.5 hours on those days. This year it was only 4 days.
- Ancillary might also work in June for four weeks for extended school year or with students with possible compensatory time.
- Nurses do work full days on some of the early release/parent teacher conference days for training.
- New nurses to the district will start 3 days earlier than others for orientation.

***Below is a sample of the calendar days that were required for the 2020-2021 school year.:**

Ancillary Staff - Base contract for August 17, 2020 through May 26, 2021:

➤ 172 Work Days

- 11 Days August
- 21 Days September
- 18 + 2 half days- Parent Teacher Conferences October (19) Dates: Oct. 29 & 30
- 17 Days November
- 12+ 2 half days – end of semester finals December (13) December 17 & 18
- 18 Days January
- 17 + 2 half days – Parent Teacher Conferences February (18) Dates Feb 25 & 26
- 18 Days March
- 20 Days April
- 16 + 2 half days – end of semester finals May (17) May 25 & 26

172 days x 7 hours = 1,204 hours per contract year

Nursing Staff - Base contract for July 23, 2020 through May 26, 2021:

*Nursing Staff start early due to mandatory training

*Nursing Staff work on early release days for mandatory training

➤ 186 Work Days

- 21 Days August
- 21 Days September
- 20 October
- 17 Days November
- 14 Days December
- 18 Days January
- 19 Days February
- 18 Days March
- 20 Days April
- 18 Days May

186 days x 7 hours = 1,302 hours per contract year

APPENDIX C

COST PROPOSAL FORM

Los Lunas Schools RFP #2021-009-HR
Ancillary and Related Services for Los Lunas School District

State gross receipts tax shall not be included in the Total Proposed Cost

OFFEROR NAME: _____

This “Summary of Proposed Rates” is to be executed and returned with your proposal. Cost Proposal MUST be sealed in an envelope marked “PRICE PROPOSAL” and must be submitted with the original written proposal. Profit and overhead shall be incorporated into the hourly rates. Other costs not mentioned in this RFP will be usual and customary or otherwise negotiated by LLS Procurement Department and the Offeror.

Check which services you are proposing:	Description	LL Schools Target Rate	Proposed Cost per hour
_____	1. OT	\$65.00 PER HOUR	\$ _____ PER HOUR
_____	2. COTA	\$65.00 PER HOUR	\$ _____ PER HOUR
_____	3. PT	\$65.00 PER HOUR	\$ _____ PER HOUR
_____	4. PTA	\$65.00 PER HOUR	\$ _____ PER HOUR
_____	5. SLP	\$65.00 PER HOUR	\$ _____ PER HOUR
_____	6. TVI	\$65.00 PER HOUR	\$ _____ PER HOUR
_____	7. O&M	\$65.00 PER HOUR	\$ _____ PER HOUR
_____	8. RT	\$65.00 PER HOUR	\$ _____ PER HOUR
_____	9. RN	\$65.00 PER HOUR	\$ _____ PER HOUR

Please list any additional charges anticipated:

A. _____ \$ _____ /PER _____

B. _____ \$ _____ /PER _____

I/We certify that our proposal addresses all criteria required in the Request for Proposals and that I/We have read and understand the Scope of Work as presented in the Request for Proposal Attachment 1 and Section IV.

SIGNATURE AND TITLE OF OWNER OR AUTHORIZED AGENT:

Date: _____

Printed Name & Title: _____

APPENDIX D

LETTER OF TRANSMITTAL FORM

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

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

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

Name: _____

Title: _____

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

Name: _____

Title: _____

Email address: _____

Phone: _____

4. For the person to be contacted for clarifications:

Name: _____

Title: _____

Email Address: _____

Phone: _____

5. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive

Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

_____, 2021

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

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal

expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business 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.

Names of Applicable Public Officials on the District Board of Education:

- Bryan C. Smith, President
- Eloy G. Giron, Vice President
- Steven R. Otero, Secretary
- Frank A. Otero, Member
- P. David Vickers, Member

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

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 F

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

As utilized herein, the term “Offeror” shall mean that entity submitting a proposal, bid, or quote to Los Lunas Schools in response to the above referenced request.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

no employee or board member of Los Lunas Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Offeror or in the proposed transaction. Offeror neither employs, nor is negotiating to employ, any Los Lunas Schools employee, board member or close relative, with the exception of the person(s) identified below. Offeror did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Offeror is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in the Offeror, please identify the Legislator: _____ . List below the name(s) or any Los Lunas Schools employee, board member or close relative who now or within the preceding 24 months as per NMSA 13-1-191.1 (1) works for the Offeror; (2) has an ownership interest in the Offeror (other than as an owner of less than 1% of the Offeror’s stock, if Offeror is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Offeror; (4) has received grant, travel, honoraria or other similar support from Offeror; or (5) has a right to receive royalties from the Offeror.

DEBARMENT/SUSPENSION STATUS

The Offeror 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 Offeror agrees to provide proof of registration on Sam.Gov** and provide immediate notice to Los Lunas Schools’ Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice 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: _____

Name of Person Signing (typed or printed): _____

Title: _____ Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____