



Las Cruces Public Schools

Going Above and Beyond for Every Student, Every Day

REQUEST FOR PROPOSALS

Ancillary Services for Psycho-Educational Diagnostic Services

ISSUED: March 29th, 2019

Commodity Codes: Commodity Codes: 26928, 26936, 46579, 49569, 94851, 94876

CLOSING DATE AND TIME:

Proposals are requested to be received at the Closing Location prior to:
10:00 AM (10:00 hrs.) Mountain Standard Time on April 18th, 2019

Las Cruces Public Schools Contact for Questions:

Will Manning, CPPO/CPO

Director of Purchasing

Telephone: (575) 527-5846

Email: wmanning@lcps.net

Pre-proposal Conference
(TBD)

Las Cruces Public Schools
Request for Proposal (RFP) #: 18-19-04P
Ancillary Services for Psycho-educational Diagnostic Services

RFP No: 18-19-04P

TITLE: ANCILLARY SERVICES FOR PSYCHO-EDUCATIONAL DIAGNOSTIC SERVICES

DUE DATE & TIME: April 18TH, 2019 @ 10:00 AM

I. Introduction

A. The Las Cruces School District (School District) is seeking competitive sealed proposals from qualified educational firms and/or individuals interested in providing **diagnostician- psycho-educational evaluation services** to eligible students for terms as set forth by requirements of the RFP. Contract award term (s) may consist up-to- one or two terms not to exceed 8 years as determined by the procurement code.

B. Responses will be evaluated for the purpose of obtaining required services from the firm submitting the highest ranked proposal based on the criteria stated herein.

1. Proposal responses must be received in *sealed packages* by the above **DUE DATE & TIME** at the Purchasing Office, 505 S. Main St., Suite 249, Las Cruces, NM 88001. *The proposal number and tile must be annotated at the bottom right hand corner of the package. See further details below.*

2. Late proposals will not be accepted and will be returned unopened.

C. Inquiries regarding this solicitation may be addressed by contacting Mr. Will Manning, Director of Purchasing at (575) 527-5846/ wmanning@lcps.net and/or Mr. Jerry Ontiveros, Contracts Administrator, at (575) 527-5850 jontiver@lcps.net. Questions to this proposal will be addressed by electronic amendment pertaining to RFP requirements. Amendment(s) shall be emailed to all prospective respondents for a quick response turnaround.

1. Prospective vendor may obtain a copy of the proposal by registering via the Vendor Registry website by the provided link: <https://vrapp.vendorregistry.com/Vendor/Register/Index/las-cruces-public-school-district-purchasing-nm-vendor-registration>.

2. To view advertised/posted Bids/RFPs go to link: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b006d03c-8caf-494f-a267-2a40765d3bc4> To open and view Bids/RFPs, vendors must be registered via Vendor Registry and signed in to view.

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D. All prospective respondents will comply with all local, state and or federal laws prohibiting bribes, gratuities, and kickbacks.

E. By responding to this request for proposal, the respondent warrants that it is and will acquire no interest, which would directly, or indirectly conflict in any manner or degree with the performance of the proposed service. Sign and return "*Conflict of Interest*" statement enclosed as Attachment A.

F. Respondents are required to complete and return within their Proposal Submittal Package the **Campaign Contribution Form** enclosed as Attachment B.

G. Each respondent must attest to their status of **Certification, Debarment, Suspension, and Ineligibility and Involuntary Exclusion** by completion and return of the subject letter enclosed as Attachment C.

H. New Mexico companies or contractors who wish to obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the State Taxation effective as of January 1, 2012. *This in-state preference does not apply to contracts that use federal funding.* As per 13-1-22 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident contractor certificate issued by the taxation and revenue department. Insert tab as Attachment D and label as "*Resident Contractor Certificate*" followed by enclosed certificate.

I. If federal funds are used for funding services obtained by this solicitation, then paragraph I.G. requiring submission of In-State Preference is deemed void and no percentage bidding advantage will be applicable. Further federal compliance provisions are provided throughout the RFP and shall be contained in contract agreement. A Sample contract agreement is enclosed as ATTACHMENT E.

II. Background:

Mission: The Las Cruces Public Schools, in partnership with students, families, and the community, provides a student-centered learning environment that cultivates character, fosters academic excellence, and embraces diversity.

About LCPS: Las Cruces Public Schools is located 45 miles north of the US-Mexico border in Las Cruces, New Mexico. With approximately 24,999 students and 3,200 employees, LCPS is the second largest school district in New Mexico.

LCPS serves a diverse population of approximately 91,000 people throughout the City of Las Cruces, the Town of Mesilla, the Village of Doña Ana, and White Sands Missile Range, and the middle third of Doña Ana County. The city's largest

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employers include: New Mexico State University, White Sands Missile Range, Las Cruces Public Schools, and the City of Las Cruces.

The district has 40 schools: 24 elementary schools (pre-kindergarten-5th); one combined elementary and middle school (K-8th); eight middle schools (6th-8th); and seven high schools (9th-12th). Two of the seven high schools are early college high schools and are located on the campus of New Mexico State University. LCPS also has a Virtual Learning Academy, serving elementary through high school students.

III. Instructions to Respondents

A. **Closing Date/Time/Location:** Respondents are requested to submit their Proposal prior to the closing time of **10:00 AM (10:00 hrs.), Mountain Standard Time, April 18th, 2019**. The mandatory method of submission of proposal packages shall be:

1. By hand carry or courier delivery: In mandatory sealed enclosure containing one (1) original hardcopy of the Technical Proposal along with one (1) electronic copy of the proposal on a USB/Jump drive. Also, provide one (1) original hardcopy of Cost Proposal with one (1) USB/Jump drive. Proposal Package shall be clearly marked: **“Recruitment and Attendance/Absentee Tracking Software with RFP No: 18-19-04P”** and delivered to the:

Attention of: **Will A. Manning, CPPO/CPO**
Purchasing Department
Las Cruces Public Schools
505 South Main Street, Suite 249
Las Cruces, New Mexico 88001

Note: Technical and Cost proposal shall be separately sealed and mark according to their content. Should there be any differences between the hardcopy and the electronic copy, the hardcopy will prevail; if compliant with RFP requirements. *Proposals received by any other means will not accepted.*

2. **Sequence of Event:** This section of the RFP contains the schedule for the procurement, describes the major procurement events, and depicts the tentative timeline for the procurement.

	<u>Action</u>	<u>Estimated Date</u>
1.	Issuance of RFP	March 29 th , 2019
2.	Deadline to Submit Additional Questions	April 8 th , 2019 @ 2:00 p.m.

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3.	Response to Written Questions to RFP and Amendments/Addendum will be posted on the Procurement Website @ https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b006d03c-8caf-494f-a267-2a40765d3bc4	April 11 th , 2019 by C.O. B
4.	Submission of Proposal Deadline	April 18 th , 2019 @ 10:00 a.m.
5.	Proposal Evaluation	April 19 th , 2019 @ 10:00 a.m.
6.	Pre-Interview meeting (If required)	TBD
7.	Notice of Finalists (If required)	TBD
8.	Interviews with Finalists (If required)	TBD
9.	Contract Negotiations	TBD
10.	LCPS School Board Approval	TBD
11.	Issue Notice of Award	TBD

B. Examination of Documents: It is the sole responsibility of the respondent submitting the proposal package to comply with the requirements of the RFP. The Respondent must carefully examine all the Documents judging for and satisfying him/herself as to the probable conditions to be encountered. Should a Respondent find discrepancies in, or omissions from the documents, or should he/she cast doubt as to their meaning, he/she should, prior to submitting his proposal, notify the Purchasing agent in writing via email for question and answer as stipulated above. The Respondent may not claim, after the submission of a proposal, that there was any misunderstanding with respect to the conditions imposed by the documents. No verbal agreement or conversation made or had at any time with any officer, agency, or employee of the School District shall affect or modify any of the terms or obligations herein stated.

C. Addenda: If the LCPS determines that an addendum is required for this proposal, the LCPS will post the amendments on the LCPS Vendor Registry Website at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b006d03c-8caf-494f-a267-2a40765d3bc4> and shall email respondents who have provided a valid email address in their package. Each amendment must be incorporated into and become part of the proposal. No amendment of any kind to the proposal is effective unless it is in written form and issued by the LCPS. It is the sole responsibility of each Respondent to acknowledge addenda/amendment in their submission package and to ensure any and all addendums are included prior to submitting their final Proposal submission.

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D. **Proposal Pricing:** All pricing must be in U.S, dollars and should exclude all applicable fees, taxes, and levies which should be listed and shown separately. In the event of a price extension discrepancy when calculating the total contract value, the LCPS reserves the right to correct the totals.

f. **Cover Letter and Proposal Signing:** The proposal should include a Cover Letter highlighting the key features of the proposal indicating why the LCPS should award this proposal to your firm and should be signed by an authorized signatory of the company.

g. **Revisions to Proposals:** Any revision to the proposal by the Respondent must be in writing properly executed and received prior to the posted closing date and time as per the submission instructions outlined in paragraph III.A.1.

h. **Proposal Withdrawal:** A Respondent may, without prejudice to himself, withdraw his proposal on written request received prior to the posted closing date and time as per the submission instructions outlined in paragraph III.A.1.

i. **Proposal Rejection:**

a. The LCPS reserves the right to reject any or all proposals or accept other than the lowest priced proposal and to accept the proposal which it deems most advantageous.

b. The LCPS may reject a proposal if:

- 1) After investigation and consideration, the LCPS concludes that the Respondent is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the LCPS.
- 2) A proposal contains qualifying conditions or otherwise fails to conform to these Instructions to Respondents.
- 3) A proposal is incomplete.

c. The LCPS may, at its absolute discretion, may reject a Proposal submitted by a Respondent if the Respondent, or any officer or director of the Respondent is or has been engaged either directly or indirectly through another corporation in a legal action against the LCPS, its elected or appointed officers and employees in relation to:

- i. any other contract for works or services; or
- ii. any matter arising from the LCPS exercising of its powers, duties, or functions pursuant to applicable New Mexico Statutes.

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Note: In determining whether to reject a proposal under this clause, LCPS will consider whether the litigation is likely to affect the Respondent's ability to work with LCPS, its consultants and representatives and whether the LCPS experience with the Respondent indicates that LCPS is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Respondent.

- d. LCPS may reject all proposals if for any reason LCPS considers it to be in its best interest to do so, including without limitation for any of the following reasons;
- e. Proposals that LCPS considers otherwise acceptable is higher than the funds budgeted or otherwise available for the project;
- f. LCPS may decide not to proceed with the project or to defer the project;
- g. In no event will LCPS be responsible for a Respondent's costs of preparing or submitting a proposal.

IV. Scope of the Work – Educational Diagnostician

- A. Respondents will possess a master's degree from a regionally accredited college or university, a New Mexico State Public Education Department license, and a New Mexico State License as an Educational Diagnostician. Respondents are required to have previous experience as an Educational Diagnostician.
- B. The School District requires evaluation reports (initial and reevaluations) be completed using the School District's Special Education software, Synergy SE.
- C. Psycho-educational Diagnostic services shall include the following:
 - 1. Review of current educational records including (as applicable) school health records, vision and hearing screenings, cumulative scholastic records, Student Assessment Team (SAT) documentation, individual student case histories, Individual Educational Plan (IEP) documentation, home language survey's and other related student documentation.
 - 2. Comprehensive diagnostic evaluation reports containing all report components as required by the LCPS diagnostic file review process. (Reports and protocols are subject to file review committee).

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3. Assessments utilized are designed to describe the issues impacting (referral) the student's ability to perform in the academic / general education setting. Historical information, interview data, observational data and objective test data will be used to support educational decision-making statements for eligibility as an exceptional child, as defined by the Individuals with Disabilities Education Improvement Act, Part B and in the New Mexico Special Education Regulations.
4. Evaluation reports shall be provided to School District staff that includes (as applicable, not limited to the following): statements of student progress on IEP goals and objectives, present levels of performance, instructional strategy recommendations and warranted instructional accommodations. Evaluation reports must include the rationale concerning the eligibility of each student for special education services; specifically, those recommendations to initiate, continue, increase, decrease and/or discontinue special education services.
5. Completed individual evaluation files submitted to the School District shall include all SAT referral documentations, all assessment protocols and a written copy of the individual student's evaluation.
6. Consultation with Special Student Services Administrator overseeing district Diagnosticians, as needed.
7. Scheduling of the Eligibility Determination Team meeting to provide parents, student, and staff with evaluation results within the 60 day as it relates to initial student evaluations.
8. Las Cruces Public Schools will provide all assessment materials (kits and protocols) and access to the Special Education Software, *Synergy SE*. The School District will provide training on the use of evaluation and EDT reports.
9. Respondent will provide their own computer, transportation to evaluation sites and report writing supplies (i.e. printer cartridges, paper, copies, etc.).

D. Time Schedule and Preparedness:

1. Services shall be performed throughout the school year commencing and ending as per various School District *calendars*. *School Calendars are incorporated by reference by accessing this link: <http://www.lcps.net/schools-information/>*

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2. The Special Student Services Administrator in charge of District Diagnosticians and/or Executive Director of Special Student Services will provide a schedule of assignments according to the School District's needs.
 3. The successful respondent will be called upon to attend Eligibility Determination Team (EDT) meetings and provide statements of student need, recommendations and accommodations relating to the student's academic / educational need which also includes a recommendation to continue, decrease, increase or discontinue services and rational. The meeting times and dates will be scheduled on an "as required" basis. Notification of required meetings is normally provided several days in advance of the students Individual Education Plan (IEP) meetings. However, the Respondent should remain flexible in situations where short-notice IEP scheduling is unavoidable due to the nature of the situation.
 4. The successful Respondent will be responsible for completion of evaluations and subsequent reports within a timely manner. Testing and report writing will occur within 10-business days.
 5. Services shall begin immediately upon School Board of Education acceptance and approval of award and continue through June 30th, 2019. The earliest Tentative schedule for approval is May 2019. The work shall begin upon receipt of all procurement documents and signing agreement.
- E. The School District will provide student records and school locations of student needing evaluations. The School District will provide access to its automated computer system as required for conducting student evaluations (i.e. test/assessment kits, protocols, scoring programs). The School District will provide copier access, computer print access, access to an on-line computer connection at school sites, as well as access to a computerized web-based Special Education system (*Synergy SE*) for recording student data.

V. Required Proposal Submittals - MANDATORY

- A. Respondent(s) are required to submit sealed packages, clearly marked and/or annotated for each of the type of evaluation offered, e.g., Initial, Reevaluation, Bilingual and/or English. The package **must** consist of One (1) original copy and one (1) Universal Serial Bus (USB) or Jump drive containing submittal document and **must** be provided in the following sequence as presented to be responsive.

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1. Company name and description of its operation and its capabilities as a potential contractor to Las Cruces Public Schools; Specifically, addressing management's commitment to such a contract.
2. Describe your company's operation in working with similar entities.
3. Respondent must be licensed or incorporated to do business in the State of New Mexico. Respondent must provide a copy of professional certifications, New Mexico Department of Education license or certification at the time of proposal submittal.
4. Submit **details of Respondent's staff** and level of expertise that each possess. Respondent must include a copy of each staff member (s) resume and current New Mexico Public Education Department (NMPED) Licensure. Staff contact information, addresses, and phone numbers are required to be included in the resume.
5. Provide a minimum of five (5) current references from companies (no more than two out-of-state) where evaluations are currently performed and/or from past clients where services were provided. References shall be obtained from reputable companies, firms, School Districts whom can attest to the respondents work performance and services. *References cannot be provided by Las Cruces Public School District staff.*
6. Provide Annual Reports or financial statements certified by a licensed public accountant in the past year. *Confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal. Enclosed a prepaid self-addressed stamped envelope capable of contain the document if this information is returned.*
7. Statement that summarizes the extent of experience providing individual and/or each of the requested services in paragraphs III and IV.
8. Complete and return Cost of Service form for each type of evaluation being offered in the enclosed Attachment "D" respectively for each evaluation. Applicable taxes should be broken out separately. Preferred cost breakdown is as follows:

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- i. Rate for completed gifted and/or initial Evaluation (All report components including cognitive, achievement, critical thinking and/or creativity assessments; bilingual and/or English).*
- ii. Rate for completed reevaluation reports (All report components including Achievement assessment).*

- 9. Insert a separate page with a brief “Statement of the Amount of Time” Respondent can devote to the School District for services requested.
- 10. Provide any other related services or pertinent information that supports the Respondent’s proposal.

VI. Proposal Evaluation Factors

A. Each proposal package will be evaluated based on the following factors:

1. Capacity to perform services (Ref. para. III B, C, D)	<u>20 points</u>
2. Professional Qualifications (Ref. para. III A)	<u>20 Points</u>
3. Qualifications based on references (Ref. para. IV.5)	<u>25 points</u>
5. Cost for services (Ref. para. IV.8 & Attachment D)	20 points
Total Point Per Evaluator>	100Points

B. **Proposals Distribution to Committee:** The Procurement Manager will open each proposal package and note that all Mandatory requirements for submittal have been met. The Cost Proposal shall be separated from the Technical Proposal and locked away for evaluation after the Technical Proposals have been scored and ranked.

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It is noted here that after the Committee has evaluated the Technical Proposals on an individual basis, shall re-convene with the Procurement Manager to compile results and average the scores to determine the rank of the Technical Proposals. The Cost Proposals will then be opened and evaluated, scored, and ranked. The rank of the Technical Proposal will be added to the rank of the Cost Proposal to determine the short list of Offerors to be interviewed. The District reserves the right to hold interviews, or not, depending on the outcome of the Technical and Cost Proposal evaluations.

C. Selection of Finalists

Preference will be given to New Mexico based Vendors for economic growth purposes within the State of New Mexico. Evaluation of proposals will be performed by an evaluation committee appointed by the Chief Procurement Officer. The evaluation process will take place at the date and time shown on the table above. During that time, the Procurement Manager may, at her or his option, initiate discussions with Offeror(s) who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. Proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

Offerors will be notified of the status of the Selection of Finalists “unofficially” by e-mail with a return receipt, and by certified mail. If you are not selected as a finalist, you will also be notified “unofficially” by e-mail with a return receipt and by certified mail. The e-mail notification and letter shall serve as notice to stand down from the procurement process.

D. Interviews with Finalists, If Held: The District *may* conduct interviews if the evaluation committee determines it is in the best interests of the School District to do so. Finalists will be notified by e-mail with return receipt and in writing, if a pre-interview meeting will be held for the purpose of distributing questions, rules and schedules for interviews.

The Procurement Manager will schedule the time for each Offeror’s presentation. The place and time of interviews will be determined by the number of Offerors on the short list. Presentations shall be held at the location specified in the Finalist Notification Letter.

The School District reserves the right to award a single contract or multiple contracts based on an Offeror’s qualifications and overall proposal for the region Offeror is proposing to cover. The District may conduct interviews with Offerors where more than one proposal has been submitted in a region if deemed necessary by the evaluation committee.

E. Best and Final Offers:

RESERVED - NOT APPLICABLE TO THIS SOLICITATION

F. Recommendation for Award: The recommendation for award(s) will be finalized with the most advantageous Offeror(s) by the date and time shown on the table above. This date is tentative. If a mutually agreeable terms cannot be reached within the time specified, The District reserves the right to finalize an agreement with the next most advantageous Offeror without undertaking a new

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procurement process. The most advantageous proposal may or may not have received the most points.

The District reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request for Proposals; and unless otherwise specified, to accept any item in a proposal.

G. Award: Awards shall be made on proposals that will give the greatest value based on the evaluation criteria and not necessarily on the lowest price. The District reserves the right to make award to separate offerors for the different software solutions or make award to one offeror providing a turnkey solution for both the recruitment and absentee tracking software as determined to be the best value and interest of the District. **The District reserves the right to award full term contract agreements as required by procurement law. Term of the Award may be terminated at any time period contingent upon appropriations and termination matters pursuant to provisions of the RFP and related Agreement.**

H. Contract Negotiations: Upon approval of award by the District, the Procurement Manager and Evaluation Committee may negotiate the final contract(s). If the District and the Offeror cannot reach an agreement on the contract terms and conditions, the District may terminate negotiations with the first ranked Offeror and then go to the second ranked Offeror and negotiate a contract. If the second ranked Offeror for the region cannot reach an agreement, the District reserves the right to cancel the procurement re-advertise the solicitation.

I. Protest Period Begins: Any protest by an Offeror must be timely and in conformance with § 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Offerors shall begin on the day following the knowledge of the occurrence that is being protested. The protest period for the award shall begin on the day after notification of award and will end at the close of business fifteen (15) days after award. Protests must be written and must include the name and address of the protestor and the Request for Proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the contractor. The protest must be delivered to the Chief Procurement Officer at the address shown below. Protests received after the deadline will not be accepted.

Attention to:

Purchasing Department
Will A. Manning, CPPO/CPO
Las Cruces Public Schools
505 South Main Street, Suite 249
Las Cruces, NM 88001

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All Offerors will be notified by mail of the protest. Chief Procurement Officer shall stop the procurement process until a determination is made whether the protest has merit. The final determination shall be sent to the all parties by certified mail. If the firm that entered the protest does not agree with Chief Procurement Officer's determination, pursuant to 13-1- 175, the protestant has the right to seek judicial review.

- j. **Form of Agreement:** Sample form of agreement is included for review, *enclosed as ATTACHMENT E*. If the event of an award, the contract shall be formed only when LCPS and the successful Respondent have fully executed the written agreement and LCPS issues a purchase order to the successful Respondent.

VII. GENERAL TERMS AND CONDITIONS

1. Competency and Qualifications

The successful contractor must have the necessary competence, experience, qualified personnel and equipment to carry out all aspects of the work of the resulting Contract.

2. Collusion

The bidder shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the bidder has an interest in the bidder's submission and prepare the submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.

3. No Claim for Compensation

Except as expressly and specifically permitted in the Instructions, no Contractor shall have any claim for any compensation of any kind whatsoever, as a result of participating in the proposal, and by submitting a proposal each Respondent shall be deemed to have agreed that it has no claim.

4. Freedom of Information and Protection of Privacy Act

All documents submitted to the LCPS shall become the property of the LCPS and will be held in confidence by the LCPS, subject to the provisions of the United States' *Freedom of Information and Protection of Privacy Act*. The successful Respondent and awarded contract value are routinely released information.

5. Local District policies (DJ) and procedures (DJ-R) are interrelated compliance guidelines that work in relations to federal and State regulations and shall be a reference for guidance.

- A. The School District may make multiple awards for the required services.

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ATTACHMENT A:



CONFLICT OF INTEREST

Offeror/Bidder warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or regained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business.

For violation or breach of this warrant, LCPS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this bid/proposal, the offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the formal competitive process in connection with this solicitation.

Procurement Code, Sections 13-1-21 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 kick-backs.

Company Name

Address

Company Representative

Date

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ATTACHMENT B:



DATE: _____

Subject: Certification

As a potential vendor/contractor awardee to the Las Cruces Public School District, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form. **Please return the completed form with your solicitation submittal.**

DEBARMENT:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" required that all vendors/contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify that my company listed below, and it's principals have not been debarred, suspended, proposed for debarment, declared ineligible are not in the process of being debarred, or are voluntarily excluded from conduction business with a federal department, an agency of the federal government, or the State of New Mexico.

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY CITY/STATE/ZIP: _____

COMPANY PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

COMPANY DUNS IDENTIFICATION NO: _____

NAME AND SIGNATURE OF COMPANY REPRESENTATIVE AUTHOIZED TO CERTIFY TO THE ABOVE:

PRINTED NAME OF REPRESENTATIVE: _____

SIGNATURE OF REPRESENTATIVE: _____
Date

If you have any questions, please contact me at (575) 527-5846.

Sincerely,

Will A. Manning
Director of Purchasing Department
Las Cruces Public Schools

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ATTACHMENT C:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

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DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

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ATTACHMENT D.

RESERVED FOR APPLICATION CERTIFICATION FOR RESIDENT PREFERENCE
IF APPLICABLE

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ATTACHMENT E.

SAMPLE CONTRACT AGREEMENT

Professional Services Agreement (PSA) NO: (XX-XX-XX)

For

(Type of Services/Product)

THIS AGREEMENT is made and entered into by and between the Las Cruces Public Schools District (LCPS), hereinafter referred to as the "School District, LCSP, or Agency," and NAME OF CONTRACTOR, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Chief Procurement Officer ("CPO").

W H E R E A S:

- A. The LCPS called for {Request for Proposal (RFP) No: XX-XX-XXP} for [NAME OF PROJECT/SERVICES] (the "Project"), and the Contractor in reply submitted a proposal dated [DATE].
- B. The RFP, along with its requirements, is the formal solicitation request which conveys the scope of services for which the Contractor responded is deemed an integral part this Agreement, its provisions, along with the Contractor's proposal response shall constitute the Agreement and shall be maintained in the procurement file for future reference thereof.
- C. The School District has agreed to engage the Contractor and the Contractor has agreed to provide (the "Services") described in the proposal to this Agreement to the School District in respect of the provisions, terms, and conditions set forth in this Agreement.

IT IS AGREED BETWEEN THE PARTIES:

1. In this Agreement:

- A. "Services" means the services to be provided by the Contractor, as described in (RFP) to this Agreement.

2. Compensation.

- A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work (AMOUNT) dollars commencing

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the effective date of signing in school fiscal year (SFY) (YEAR) for total project **deliverables, milestones, and services**. The New Mexico gross receipts tax levied on the amounts payable under this Agreement is calculated at (TAX RATE) percent totaling (TAX AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (TOTAL AMOUNT) in SFY (YEAR).**

B. Payment in (SFY XXXX) is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Chief financial officer (CFO). All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

THIS AGREEMENT shall not become effective until fully approved by the last LCPS signatory official. This Agreement shall terminate on (DATE) unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract 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 Bilateral. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency'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 Agency is the terminating

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party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. 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 Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crimes due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE SCHOOL 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 Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Las Cruces Public Schools

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

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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 Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

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

3) in accordance with Section 10-16-8(A) 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 State 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 State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small

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purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) 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

6) 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 Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered by the parties. Contractor shall provide immediate written notice to the Agency 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 Agency and notwithstanding anything in the Agreement to the contrary, the Agency 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.

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

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

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

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by LCPS designated representative, Las Cruces Public

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Schools Finance Committee, and/or the State Auditor if required. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

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

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the undersigned below. The last signature and date being the effective date of the Agreement.

By: _____ Date: _____
Contractor

By: _____ Date: _____
Agency Department/designee

By: _____ Date: _____
Chief Financial Officer/designee

By: _____ Date: _____
Chief Procurement Officer

SAMPLE