

Central Consolidated School District

REQUEST FOR PROPOSAL

Educational Diagnostic Services

RFP # 24-SSO-149



ISSUE DATE: January 5, 2024

SUBMISSION DEADLINE: February 29, 2024 @ 3:00 PM MST/MDT

PHYSICAL LOCATION: For Express Mail, Carrier Delivery or hand carry delivery
Central Consolidated Administration Complex
Purchasing Department
US Hwy 64 Old High School Road
Shiprock, NM 87420

USPS MAILING ADDRESS: For first class mail (allow at least 4 days for CCSD Internal Delivery)
Central Consolidated School District
ATTN: Purchasing Department
PO Box 1199
Shiprock, NM 87420-1199

DELIVERY: Allow sufficient time for delivery to the Purchasing Department location before the deadline date. To ensure proper identification and handling, clearly indicate Proposal Name, RFP Number and Submission Date in the lower left-hand corner of the envelope and must be submitted in a sealed and plainly marked envelope. Late proposals will not be accepted.

OFFICE HOURS for delivery of proposal:
Monday – Friday 8:00 AM – 3:30 PM

CONTACT: Christi Walter, Purchasing Officer
505-368-4984 Ext 10142, waltc@centralschools.org

SPECIAL INSTRUCTIONS: Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in this RFP. Offerors should promptly notify the CCSD of ambiguity, inconsistency, error or missing attachments which they may discover upon examination of the RFP.

I. INTRODUCTION

PURPOSE OF REQUEST FOR PROPOSAL

The Central Consolidated School District, Student Support Office, is requesting to solicit sealed proposals from qualified individuals or agencies for Educational Diagnostic Service (s) on an as-needed basis to provide direct, indirect and evaluation services to students with disabilities in the district, as contained in this Request for Proposal (RFP).

BACKGROUND INFORMATION

This section provides background on Central Consolidated Schools which may be helpful to the Offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

The Central Consolidated School District is located in the Four Corners region of San Juan County, in the northwest corner of New Mexico. It borders Colorado to the north, Arizona to the west and Utah to the northwest. The District maintains fifteen school facilities on separate sites. There are four (4) High Schools, three (3) Middle Schools, and nine (9) Elementary Schools. The District also holds a Warehouse, Administration Building and three (3) Transportation sites. CCSD serves approximately 5,000 students, of which, the district Special Education students make up includes a large bilingual population, plus early childhood preschools, and covers nearly 3,000 square miles.

SCOPE OF PROCUREMENT

CCSD desires to establish professional service agreements with a qualified Diagnostician (s) and/or agency to perform the Scope of Work as specified in the Request for Proposal and should have an established capability to provide direct / indirect services to students within the District. It is understood that any contract entered into as a result of this solicitation may be for services to be performed on an as-needed basis. Hours worked will be based upon the needs of the district and student population, and may not require a 40-hour work week. You will state in the Proposal, the hours in a work week that you are available to provide services for CCSD.

The proposal period is for the 2024-2025 fiscal year, with the option of three additional years (2025-2026, 2026-2027, 2027-2028) provided funds are available, the district deems service satisfactory and the negotiated terms are acceptable to both parties. The fiscal year will be July 1 through June 30. The District will have the option at the end of each contract year to extend the contract agreement for each additional year but not to exceed the proposal period of June 30, 2028. If CCSD should renew the contract agreement for an additional year, they will issue a new purchase order each fiscal year. The same procedure will follow for each additional year.

Selection of such individual(s) and/or agency (ies) to perform requested services shall be made to the responsible offeror, or offerors, whose proposal is most advantageous to CCSD, taking into consideration the specified evaluation criteria, and/or other pertinent factors outlined in the Scope of Work.

PROCUREMENT MANAGER

The Procurement Officer responsible for the conduct of this procurement.

Christi Walter
505-368-4984 Ext 10142
waltc@centralschools.org

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Officer. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other Central Consolidated School's Employees do not have the authority to respond on behalf of CCSD.

DEFINITION OF TERMINOLOGY

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

1. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means 8:00 AM thru 4:00 PM MST/MDT, whichever is in effect on the date given.
4. “**CCSD**” means Central Consolidated School District
5. “**Close of Business**” means 4:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
6. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
8. “**Contractor**” means any business having a contract with a state agency or local public body.
9. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
10. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
11. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.
12. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

13. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
14. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
15. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
16. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
17. **“IT”** means Information Technology.
18. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
19. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
20. **“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
21. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
22. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
23. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
24. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements and chooses to procure Products or Services under this Agreement.
25. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
26. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC

1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

27. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
28. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
29. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
30. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.
31. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
32. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
33. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
34. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://www.ccsdnm.org/Purchasing.aspx>

II. CONDITIONS GOVERNING THE PROCUREMENT

OVERVIEW

This section of the document contains the RFP schedule for the procurement, describes the major procurement events and milestones and specifies general conditions governing the procurement. CCSD will make every effort to adhere to the RFP Schedule. The schedule is subject to change by addendum. The evaluation Committee may interview the Offeror(s) of the top-rated proposals; however, contracts may be awarded without such interview and based solely on written offers. If an interview is requested, evaluation scores will be re-scored to reflect written response and interview response.

SEQUENCE OF EVENTS

Action	Responsible Party	Due Dates
1. Issue RFP	Central Schools	January 5, 2024
2. Return Acknowledgement Form for Distribution List	Potential Offerors	February 14, 2024
2. Deadline to Submit Questions	Potential Offerors	February 14, 2024
3. Response to Written Questions	Central Schools	February 16, 2024
4. Submission of Proposal	Potential Offerors	February 29, 2024
5. Proposal Evaluation	Evaluation Committee	March 6-8, 2024
6. Issue Recommendation of Award to School Board	Central Schools	March 14, 2024
8. Issue of Notice of Award	Central Schools	TBD
9. Contract Awards	Central Schools	TBD
10. Protest Deadline	Central Schools	TBD

EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown above.

Issue Of RFP: This RFP is being issued by the Procurement Department of the Central Consolidated Schools on January 5, 2024

Return of Acknowledgements of Receipt Form for Distribution List: Potential Offerors shall return the “Acknowledgement of Receipt Form” that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. **This form must be signed by an authorized representative of the organization and delivered to the Procurement Officer.** The procurement distribution list will be used for the distribution of important information regarding this procurement. Offeror’s organizational name will not appear on the distribution list if this form is not submitted.

Deadline to Submit Written Questions: Potential Offerors **may** submit written questions as to the intent or clarity of this RFP until close of business on, February 14, 2024 as the date specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Procurement Officer.

Response to Written Questions/RFP Amendments: Written responses to written questions and any RFP amendments will be distributed to all potential Offerors whose organization name appears on

the procurement distribution list, via electronic mail (e-mail). A valid e-mail address **must** be provided for this and other purposes. An acknowledgement of Receipt Form will accompany the distribution package. Any amendments must be acknowledged in the RFP response. **Failure to sign and return any amendments may be considered as non-responsive and RFP response will be rejected.**

An electronic version of the Questions and Answers will be posted to:
<https://www.ccsdnm.org/Purchasing.aspx>

Submission of Proposals: All offeror proposals must be received for review and evaluation by the procurement officer or designee no later than, **3:00 PM, MST/MDT, February 29, 2024.**

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should consider all factors regarding the delivery by the third-party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, deliveries to the incorrect address nor any other reason for a delay will be accepted for failure to make the stated deadline.

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **RFP 24-SSO-149 Educational Diagnostic Services**. Proposals submitted by facsimile or other electronic means will **not** be accepted. Pursuant to section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

Proposals must be delivered to the following address:

Physical Address:

Christi Walter, Purchasing
Central Consolidated Schools
Finance Department
US HWY 64, Old High School Road
Shiprock, NM 87420

Postal Services Address:

Christi Walter, Purchasing
Central Consolidated Schools
PO Box 1199
Shiprock, NM 87420

Proposal Evaluation: The evaluation of proposals will be performed by the Evaluation Committee. During this time, the Procurement Officer may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, CCSD reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

Recommendation to School Board: After Evaluation Committee's review of the proposals, the Evaluation Committees' recommendation, which will entail the final ranking of the offerors, will be

submitted to the CCSD School Board by date specified in Sequence of Events. Upon approval the Purchasing Officer shall prepare the Notice of Intent to Award a contract to the Board approved Offeror.

Issue of Notice of Award: Upon review and approval of the Evaluation Committee Report, by the Central Consolidated School Board, the awarded contractor(s) will be notified in writing by the Procurement Officer. The Central Consolidated School District will award the contract(s) on the date listed in the Sequence of Events. This date is subject to change at the discretion of the CCSD Procurement Officer. This contract shall be awarded to the Offeror whose proposal is most advantageous taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

Contract Award: A contract will be negotiated and upon agreement by both parties, CCSD and awarded contractor(s). A contract will be issued to the awarding Contractor(s) and approved as to form, legal sufficiency and budget requirements by CCSD. A contract will not be effective until completed with authorized signatures, and an approved purchase order has been issued.

Protest Deadline Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Christi Walter, Procurement Officer
Central Consolidated Schools – Finance Department
US HWY 64, Old High School Road
PO Box 1199
Shiprock, NM 87420

III. GENERAL REQUIREMENTS

Governing Law

This procurement will be conducted in accordance with the State Procurement Code, Chapter 13-1-28 thru 13-1-199 NMSA 1978 and applicable procurement regulations.

Legal Review

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

Acceptance of Conditions Governing the Procurement

Offerors **must** indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the **Evaluation Factors**.

Procurement Under Existing Contracts

In accordance to NMSA 1978, §13-1-129, offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives may contract for services with the awarded offeror. Contractual engagements accomplished under this provision shall be solely between the awarded offeror and the contracting entity with no obligation to Central Consolidated Schools.

Incurring Cost

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

Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, pursuant to NMSA 1978 §13-1-132, provided that such informalities have no effect on price, quality or any matter to be evaluated in selecting and confer no material advantage of the Offer whose nonconformity is waived. CCSD reserves the right to add to or delete from the Scope of Work set forth in this RFP.

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. CCSD personnel will not merge or assemble proposal materials.

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 Officer.

RFP Cancellation or Rejections

In accordance with NMSA 1978, §13-1-131, this RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Central Consolidated School District.

RFP Opening

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

Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is canceled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

Public Records Act

Central Consolidated School District is a governmental entity subject to the State of New Mexico Inspection of Public Records Act (IPRA). Proposals submitted to CCSD as a result of a formal procurement solicitation are subject to release as a public information request. If an Offeror believes that its response or parts of response may be exempted from disclosure under New Mexico law, the offeror may mark the pages “confidential” for consideration to exemption. CCSD reserves the sole right to determine exemptions.

Disclosure of Proposal Contents

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

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

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Central Consolidated Schools Procurement Officer shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

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

No Obligation

The procurement in no manner obligates the Central Consolidated Schools or any of its departments or schools to the use of Offeror services until a valid written contract is approved.

Termination

Failure to deliver or to perform as and when promised shall constitute a breach of contract. A breach of any of the terms of the contract shall be grounds for termination of the contract. If, through any cause, offeror fails to fulfill in a timely and proper manner offeror's obligations under this proposal or if offeror violates any of the covenants, agreements or stipulations of the agreement, the District may order offeror by written notice to stop the services or any portions of them until the cause for such order has been eliminated.

If offeror fails to correct the cause within the time period specified in this notice, which time period shall be reasonable under the circumstances, District shall have the right to immediately terminate the agreement. The offerors shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder or for correct product shipped.

The District or offeror may terminate the agreement at any time by giving at least thirty (30) days notice in writing. If this agreement is terminated due to the fault of offeror, the above paragraph relative to termination shall apply.

Default and Force Majeure

The District reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the District, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the District due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the District shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the District provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. CCSD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

Contractor Responsibility

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

Subcontractors

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

Debarment or Suspension

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

Conflict of Interest

By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and CCSD that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to CCSD.

Non-Disclosure

The Offeror shall not disclose any information relating to students, and employees of CCSD other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless CCSD from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

Delivery

The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).

FOB

Unless stated otherwise, the price for goods is FOB: Destination (CCSD' designated address).

Delays in Delivery

Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by CCSD. If delay in delivery is foreseen, Seller must notify the CCSD Requesting Department of late delivery, cause of late delivery and remedy for late delivery.

Inspection

Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.

Acceptance

Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.

Buyers Revocation of Acceptance

Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.

Sellers right to Cure a nonconforming delivery of goods

The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time.

Assignments

The awarded contractor shall not assign nor delegate specific duties as part of this RFP not transfer any interest not assign any claims for money due or to become due under this RFP without the written consent of CCSD.

Dispute Resolution

In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

Contract Terms and Conditions

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

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

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

CCSD reserves the right to assign any service provider to any school or other location based on the needs of the students. Offeror may not enter into CCSD administrative decisions. Acceptance by CCSD of an offeror's proposal in any category does not guarantee a specified number of consultations or any other work. CCSD shall only pay for services rendered unless specifically agreed upon.

Invoicing and Payments

CCSD will strive to meet or exceed prompt payment terms as may be established by statute. Late payments charges may be assessed on any unpaid balance over sixty days in arrears at the rate of one and one-half (1.5%) percent per month. CCSD will not automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing numbers, amount, date and computation to verify charges.

Any invoice received and payment made shall be subject to Districts terms and conditions (NET 30) unless specifically waived by District in a separate written document and not this RFP or any response. Invoice CCSD only for services rendered, fully comply with all other state and federal requirements associated with provisions of the services contemplated herein and no bill any other party (e/g. Medicaid, 3rd party insurance, or parents). Violation of this provision will result in termination of contract.

Scheduled appointments for ancillary services, meetings or events shall be considered cancelled in CCSD schools are closed due to inclement weather, emergency and/or other events. Hours lost due to such delays are not billable.

Volunteer Activities will not be compensated for any of the following: volunteer activities with CCSD activities (to include field trips); workshops or conference attendance or any professional development. Your daily rate for attending volunteer activities will not be compensated. Compensation for volunteer activities, workshops, conference attendance, professional development and/or compensation for your daily rate for such activities will be made only as a result of written invitation and approval from CCSD.

Brand Names

Pursuant to NMSA 1978, §13-1-168, where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition pursuant to NMSA 1978 §13-1-168. If a vendor proposes an “equal” to scope of work/specifications, CCSD is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications

Offeror’s Terms and Conditions

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

Contract Deviations

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

Responsible and Responsive Offer

CCSD may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13- 1-85.

Change in Contractor Representatives

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

Taxes

CCSD holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.

Notice Of Penalties

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

Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or work which may derive from

this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

Independent Contractor

The contractor is an independent contractor performing services for the District. The contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.

New Mexico Employees Health Coverage

If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for those employees and of that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and CCSD exceed \$250,000.00.

Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons.

Contractor agrees to advise all employees of the availability of State publically financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

Disclosure Regarding Responsibility

Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

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

- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- A. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
 - B. The Contractor shall provide immediate written notice to CCSD or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
 - C. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
 - D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
 - E. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

Indemnification

The Proposer shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents or subcontractors. He shall save and hold harmless Central Consolidated Schools against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Proposer's operation shall be repaired and/or restored to their original condition at the Proposer's expense.

Certificate of Insurance (if Applicable)

The successful proposer shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability insurance approved by CCSD at the time of contract award. Central Consolidated Schools shall be included as a loss payee and/or additional insured. Contractor shall furnish CCSD with certificates of insurance with contract documents and prior to commencement of work. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance – Bodily Injury and Property Damage - per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$2,000,000	\$1,000,000
Medical and medically-related expenses	\$5,000
Commercial Auto Liability Insurance – (combined single limit) Bodily injury and Property Damage – Per Occurrence	1,000,000
Commercial Umbrella Liability – Per Occurrence General Aggregate - \$1,000,000	\$1,00,000
Professional Liability Insurance (E&O) -per occurrence General Aggregate - \$2,000,000	2,000,000

New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue, if applicable. <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

Use of Federal Funds

If revenues are derived primarily from federal sources; federal law prohibits application of any residential and veteran’s preference when the expenditure of federal funds designated for specific purchase is involved.

ADDITIONAL TERMS AND CONDITIONS FOR COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II

1. REMEDIES

The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable.

2. TERMINATION FOR CAUSE AND CONVENIENCE

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor, including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall be a reasonable amount, using as a guide factors such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any Subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor

as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146- 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146- 3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding/or unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

The parties agree to comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Clean Air Act

- I. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- II. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- IV. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- I. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- II. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- III. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

V. RESPONSE FORMAT AND ORGANIZATION

OVERVIEW

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

Number of Responses

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

Number of Copies

Offerors shall deliver **one (1) original, two (2) identical copies and one (1) identical electronic copy** of their proposal on or before the closing date and time for receipt of proposals. Electronic copy is not email; please provide a Jump Drive loaded with your proposal. Faxed copies are not accepted.

Within each section of their proposal, Offerors should address the items as they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate sections of the proposal. **CCSD is not responsible for making copies of any RFP and it will be considered as non-responsive and rejected if copies are not submitted.**

Proposal Format

All proposals must be typewritten on standard 8 ½ x 11 paper. Additional sheets may be included, if necessary.

Proposal Organization and Indexing

The proposal must be organized, tabbed and pages numbered in the following format and must contain, at a minimum, all listed items in the sequence indicated with a tab for each item listed below.

Technical Response

- A. Table of Contents
- B. Original Acknowledgement of Receipt Form (Appendix A)
- C. Letter of Transmittal Form (Appendix B)
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions
- F. Response to Technical Specifications (except cost information which shall be included in Cost Proposal in a sealed Envelope)
- G. Other Supporting Materials Licenses, Certificate Copies, Insurance Certification
- H. New Mexico Employees Health Coverage Form (Appendix C)
- I. Campaign Contribution Disclosure Form (Appendix D)
- J. Conflict of Interest and Debarment Form (Appendix E)
- K. Statement of Confidentiality Form (Appendix F)
- L. Byrd Anti Lobbying - **For Federal Purchase** (Appendix G)
- M. Offeror Information/Signature Page (Appendix H)
- N. New Mexico Preferences (Appendix I)
- O. Addendum(s) if applicable

Cost Proposal (Must be in a sealed Envelope labeled Cost Proposal)

- A. Response to Specifications, including cost information.
 1. Offerors must propose an hourly composite rate and breakdown of hours and cost (for each

position – if applicable). The hourly composite should include the following elements:
Personnel services, overhead costs, personnel costs, any travel and lodging expenses

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in a Sealed Envelope Labeled Cost Proposal.

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

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as “Other Supporting Material.”

VI. SPECIFICATIONS

OVERVIEW

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

Scope of Work

The RFP is intended to solicit responses from qualified agencies or organizations that have ability and resources to, and will, provide Educational Diagnostic Services to the district as needed. All contractor service assignments are issued directly by the Student Support Services (SSO) department in accord with vendor availability and student needs. The contractors will determine the number of hours they are available to work per day/ week and will submit a statement of availability to the SSO Department and will propose a service schedule to the contractor for approval.

The provider will review referral information, previous educational diagnostic information, family and social history. Provider will administer assistance as required by the New Mexico State Department of Education for the identification of students in need of Special Education. Test administration should include testing materials for ELL (English Language Learners), non-biased, and culturally sensitive assessments. Contract provider will supply all necessary evaluation and diagnostic instruments, including tools and protocols. The provider will refer students for further testing as needed.

- Evaluate psychoeducational and general developmental skills of students.
- Interpret and communicate federal and state IDEA regulations to staff, parents, & students.
- Attend eligibility & IEP meetings.
- Work collaboratively with IEP team members in the development of Individualized Education Plans for students with disabilities.
- Coordinate & communicate with IEP team & ancillary services personnel for students with disabilities.
- Include scientific, research-based interventions and curriculum-based assessments and data collection and analysis in reports
- Participate in building/district professional development

- Monitor and evaluate for compliance the transfer of students with disabilities into and from the building including alternative settings.
- Communicate with records clerk/IEP Team at sending/receiving school and ensure timely transfer of all records.
- Comply with all Board of Education policies, administrative regulations, Public Education Department guidelines and local, state and federal laws.
- Must be licensed in state of NM (NM Regulations Board or National Board license or certificate) If the contractor has submitted and can demonstrate the paper work for licensing or certification has been submitted to the proper issuing agency, the contractor will have 45 days to submit to CCSD, the issued License or certification. Non-compliance can/will result in withholding of payment for services or termination.
- Must also have Medicaid NPI number. Must provide completed application for a Medicaid Provider number or an assigned Medicaid provider number. The contractor will submit Medicaid service documentation as required by CCSD procedures. Non-Compliance with CCSD Medication service documentation can/will result in withholding of payment for services until documentation is submitted and completed, or termination within 90 days.
- Expenses and financial compensation for ongoing professional development training for contractor personnel will be the responsibility of the contractor. Any training related to district policy changes or in -district compliance measures, the district may compensate for certain accommodations in form of registration, mileage, hourly rates, and lodging.

Contractor Responsibilities

- A. Laptop or Computers- The provider should supply their own laptops and equipment. CCSD will not issue laptop computers for work under this proposal. Agencies of Diagnostician services are responsible for providing equipment.
- B. Billing – Contractor shall accurately complete invoice logs and invoices for services rendered. Contractor services under this contract are limited to the **provisions of ABAT services**. Contractor shall comply with all other state and federal requirements associated with provisions of the services contemplated herein.
- C. Mileage – Mileage will not be paid, with exception of approval by the Student Support Services Director or designee. If multiple students are serviced on the same school day, the distance between the current student’s location and the next student’s location will serve as a mileage determination factor.
- D. Inclement weather – Scheduled services appointments, meetings or events shall be considered canceled if CCSD schools are closed due to inclement weather. Contractor shall not bill CCSD for inclement weather appointments when the media announces that school will be canceled for the following day. If school is delayed hours lost may be billed pending approval by approval by the Student Support Services Director or designee.
- E. Direct Services and Consultation – The provider will coordinate the provision of services either through direct student contact as defined in a student’s I.E.P. and/or through collaboration with other professionals. The provider will also consult with school personnel regarding program implementation, including data gathering to provide periodic functional level of performance. The provider will also make themselves available for school open house and regularly scheduled parent/teacher conferences.

F. Staff/Parent Education - The provider will conduct staff development and/or parent education as coordinated with the Director of Student Support Services. The provider will attend scheduled Department meetings when specified by the Director of Student Support Services.

G. Personnel - The provider will assure that licensed personnel perform professional responsibilities as scheduled. The provider agrees that all personnel or individuals providing services will be protected by Worker's Compensation, Professional Liability Insurance and other coverages as required by law. All personnel working with students must complete a fingerprint based criminal background check within ten (10) days of the start of the contract. Fingerprint reports will be at the contractor's expense.

H. Professional Development - Expenses and financial compensation for ongoing professional development training for contractor personnel will be the responsibility of the contractor. The district may occasionally provide in-house training.

Fingerprints and Background Checks

Fingerprints and Background Checks Per Section 1 Section 22-10-3.3 NMSA 1978 (being Laws 1997, Chapter 238, Section 1) New Mexico Statutes 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. Central Consolidated School District will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background check. Employment or contract may be denied under the Criminal Offender Employment Act if the 26 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 not directly involved in the employment decision regarding the applicant or contractor.

If your proposal is accepted and a contract is awarded, contractor(s) must complete the fingerprinting process prior to serving CCSD students. Ongoing contractor(s) and/or contractor's staff/employees who will have unsupervised access working in proximity to students will be required to complete the fingerprinting process every two (2) years.

Fingerprinting process is conducted with the CCSD Human Resources Department. Candidates must bring picture identification, a Visa or MasterCard Debit/Credit card, or a cashier's check or money order in the payable to Central Consolidated School District in the amount of \$44.00. Cash and personal checks are not acceptable. The CCSD Human Resources Department will forward the cards and funds to the State and the Federal Bureau of Investigation.

Technical Specifications

The purpose of this proposal is to demonstrate the qualifications, competency and capacity of potential offerors seeking to bid for Diagnostician (s) of CCSD in conformity with the requirements of this Request For Proposal.

A. Personnel

1. Vendor to provide curriculum vita, resume or information regarding qualification of individual(s) proposed to fulfill the requested services. Prefer experience of two (2) years as a Diagnostician. Include any continuing education or measures taken to improve qualifications and competency of personnel or individual. Demonstrate how organization has credibility and responsiveness in the

past and can be reasonably expected to perform the scope of this RFP. Provide copies of certifications and licensures.

2. Offeror must provide the district copies of background checks for all contracted employees of an organization or individual.
3. Key individuals who will be assigned to work with the District in assigning personnel.
4. Provide proof of insurance for professional liability and current automobile insurance.

B. Organizational Experience

1. Provide a detailed statement of relevant experience and approach or methodology in which your company will provide services as requested in Scope of Work to students in a school setting. The offeror must specifically identify and describe how they have supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they feel will support their descriptive narrative.
2. Offeror should submit in detail relevant work experience, previous experiences and philosophy as it relates to working with children and/or as it relates to working with children with disabilities and, knowledge that clearly show qualifications of providing services.
3. Describe at least two project successes and two project failures in providing services to a school district.

C. Support

1. Provide plan for after sale and continuing support (technical and training), provide plan for coverage in case of providers absence, long term leave, resignation, or termination.

D. Organizational References

Offerors should provide a minimum of three (3) letters of recommendation from similar projects performed for educational setting / school district clients within the last three years. CCSD reserves the right to contact references other than, and/or in addition to those furnished by an Offeror. The minimum information that should be provided by each reference is:

1. Client name; telephone number, fax number and e-mail address.
2. Project description;
3. Project dates (starting and ending);
4. Name of Contact Person; telephone number, fax number and e-mail address.
5. Type of services provided and dates services were provided.

Letter of Transmittal Form

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in Appendix B. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond, and to return a signed, unaltered form will result in Offeror's disqualification.

New Mexico Employee Health Coverage Form

The Offeror must agree with the terms, complete, signed, and include the New Mexico Employees Health Coverage Form (Appendix C) with their proposal.

Insurance

The contractor shall, at his own expense, carry and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed.

1. **Workers' Compensation Insurance:** As required by Labor Laws and the New Mexico Statutes.
2. **Public Liability Insurance:** At the time of the Contractor's execution of the contract, Contractor shall deliver to Owner a certificate (s) of insurance testifying that he has obtained full Worker's Compensation and Employer's Liability insurance coverage for all persons whom he employs or may employ during the course of this project. Such coverage shall be maintained for the duration of the contract and the warranty period and shall meet the most current requirements.

Campaign Contribution Disclosure Form

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

Conflict of Interest and Debarment/Suspension Certification Form

Offeror must complete, sign, and include the Conflict of Interest and Debarment/Suspension Certificate Form (Appendix E) with their proposal.

Statement of Confidentiality Form

Offeror must complete, sign, and include the Statement of Confidentiality (Appendix F) with their proposal.

Byrd Anti-Lobbying Amendment

Offeror must complete, sign and include the Certification (Appendix G) with their proposal.

Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

New Mexico Business Preference

A copy of the certification must accompany Offeror's proposal.

New Mexico Resident Veterans Business Preference

A copy of the certification must accompany Offeror's proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply if the expenditures for this RFP includes federal funds.

VII. EVALUATION

OVERVIEW

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

Proposed Evaluation Criteria

The Bidder's proposal shall be evaluated using a two-step evaluation process with the following criteria:

Part One Evaluation Criteria

Item #	Evaluation Criteria	# of Points
1	Cost	30
2	Personnel / Organization Qualifications	25
3	Experience	25
4	Support:	10
5	Reference	10
	Total Points	100
	Interview (if needed)	50

Evaluation Criteria	# of Points
Total Points	100
New Mexico Resident Business or Native American Resident Business Preference: Offeror shall include a copy of their In-State Certification issued by the State of New Mexico Taxation & Revenue Department.	8
Veteran New Mexico Resident Business or Native American Resident Veteran Business Preference: Ten Percent of the total possible points to a resident veteran business or Native American resident veteran business preference.	10
Total Possible Points	100-110

A total of 100 -110 points will be awarded for this Request For Proposal.

Evaluation Factors

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and perceived validity of the response.

Personnel: Vendor to provide curriculum vita, resume or information regarding qualification of individual(s) proposed to fulfill the requested services. Include any continuing education or measures taken to improve qualifications of personnel.

Experience: Previous experiences and philosophy as it relates to working with children and/or as it relates to working with children with disabilities.

Licensure - Provide copies of state licensure and/or licensure from the New Mexico State Department of

Education. Include any measures taken to improve qualifications of personnel.

Support: Provide plan for after sale and continuing support (technical and training), provide plan for coverage in case of providers absence, long term leave, resignation, or termination.

Evaluation of Fees/Costs:

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$$

Evaluation Process

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

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Proposal Evaluation, page 8.
3. The responsible Offeror whose proposal is most advantageous to CCSD, taking into consideration the Evaluation Factors, will be recommended for award.
4. Responsive proposals will be evaluated on the Evaluation Factors, which have been assigned a point value.
5. Serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A
ACKNOWLEDGMENT OF RECEIPT FORM

Educational Diagnostic Services

RFP # 24-SSO-149

In acknowledgement of receipt of this Request for Proposals (RFP), the undersigned agrees that he/she has received a complete copy of the RFP. **The acknowledgement of receipt should be signed and returned to the Procurement Officer at the address or e-mail shown below.** Only potential Offerors who elect to return this completed form with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the District's written responses to those questions, as well as RFP amendments, if any are issued.

ORGANIZATION: _____

REPRESENTED BY : _____

TITLE: _____ PHONE: _____

EMAIL: _____ FAX: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal. Organization **does \ does not** (mark one) intend to respond to this Request for Proposals.

Christi Walter, Purchasing Specialist
walte@centralschools.org
505-368-4984
Central Consolidated Schools
US Hwy 64 Old High School Road
PO Box 1199
Shiprock, NM 87420

APPENDIX B
LETTER OF TRANSMITTAL FORM

Educational Diagnostic Services

RFP # 24-SSO-149

Item #1 to 4 EACH **MUST** BE RESPONDED TO.

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

Name	
Mailing Address	

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

Name	
Title	
E-Mail Address	
Telephone/Fax	

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

Name	
Title	
E-Mail Address	
Telephone/Fax	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax	

5. The use of Sub- Contractors (Select One)

- No Subcontractors will be used in the performance of any resultant contract OR
- The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, if needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement.

___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors.

___ I acknowledge receipt of any and all amendments to this RFP.

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

APPENDIX C

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

Educational Diagnostic Services

RFP # 24-SSO-149

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for those employees and off that health insurance to those employees no later than July 6, 2023, if the expected annual value in the aggregate of any and all contracts between Contractor and CCSD exceed \$250,000.00.
2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons.
3. Contractor agrees to advise all employees of the availability of State publically financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

Signature of Offeror: _____

Date: _____

APPENDIX D

Educational Diagnostic Services RFP # 24-SSO-149

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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

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 E

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

**Educational Diagnostic Services
RFP # 24-SSO-149**

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Central Consolidated School District in response to the above referenced request for proposals.

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

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

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The Vendor agrees to provide immediate notice to Central Consolidated School's 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 or 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: _____

APPENDIX E

TERMS AND CONDITIONS STATEMENT OF CONFIDENTIALITY

**Educational Diagnostic Services
RFP # 24-SSO-149**

The undersigned employee of/subcontractor to _____, hereinafter referred to as “Offeror” and/or, “Contractor”, agrees, during RFP process, and during the term of the Contract between Contractor and the Central Consolidated School District and forever thereafter, to keep confidential all information and material provided by the District or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to any client, vendor, or other party transacting business with the District, and not to release, use or disclose the same except with the prior written permission of the District. This obligation shall survive the termination or cancellation of the Contract between Contractor and the District or of the undersigned’s employment or affiliation with Contractor, even if occasioned by Contractor’s breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to CCSD, a client or customer of the District, or to the owner of such information, inadequately compensable in damages and that, accordingly, the District or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

(Signature)

(Title)

(Date)

APPENDIX G
BYRD ANTI-LOBBYING AMENDMENT

Contractor must sign and submit to the Owner the following certification:

44C.F.R. PART 1H CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements: The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an Employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

The Contractor, certifies or affirms the truthfulness and accuracy of each Statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX H
Offeror Acceptance Signature Page

Educational Diagnostic Services
RFP # 24-SSO-149

TIME: 3:00 P.M.
DATE: Thursday, February 29, 2024
LOCATION: Central Consolidated School District Procurement Office
US Hwy 64, Old High School Road, Shiprock, NM 87420

ACCEPTANCE CONDITIONS:

THE UNDERSIGNED HEREBY agrees to deliver and/or service the items specified in accordance with the terms, conditions, specifications and prices set forth. He/She also certifies that he/she has not used any outside agent at arriving at the figures, and has not contacted any competitors in arriving at these figures.

THE UNDERSIGNED CERTIFIES that he/she read and understood the general conditions, and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Conditions.

NAME OF FIRM

TYPE OR PRINT NAME OF OWNER, PARTNER, OR AUTHORIZED AGENT

SIGNATURE OF OWNER, PARTNER, OR AUTHORIZED AGENT

MAILING ADDRESS OF FIRM

TELEPHONE NUMBER OF FIRM

FAX NUMBER

E-MAIL ADDRESS

COST PROPOSAL

**Educational Diagnostic Services
RFP # 24-SSO-149**

Offeror Business Name: _____

Cost Proposal (Must be in a sealed Envelope labeled Cost Proposal)

- A. Response to Specifications, including cost information.
 - 1. Offerors must propose an hourly composite rate and breakdown of hours and cost (for each position – if applicable). The hourly composite should include the following elements:
Personnel services, overhead costs, personnel costs, any travel and lodging expenses

Contractor agrees to perform work, according to terms, conditions and specifications described herein, at the hourly rate stated below, throughout the term of the contract.

FLAT RATE:

\$	
----	--

Break Down:

Diagnostician Services

Hourly	
Housing / Travel	
Health Insurance / Benefits	
Overhead / Taxes / Personnel	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	