

# Central Consolidated School District

## REQUEST FOR PROPOSAL

Physical Therapy Services

RFP 2022-SSO-144

Commodity Code: 94886



**ISSUE DATE:** March 30, 2022

**SUBMISSION DEADLINE:** May 11, 2022 @ 3:00 PM MDT /

**LOCATION:** Purchasing Department  
Central Consolidated Administration Complex  
US Hwy 64 Old High School Road  
Shiprock, NM 87420

**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**.

**OFFICE HOURS for delivery of proposal:**

Monday – Friday 8:000 AM – 4:00 PM

**CONTACT:** Christi Walter, Procurement Officer  
505-368-4984 Ext 10142, [waltc@centralschools.org](mailto:waltc@centralschools.org)

**SPECIAL INSTRUCTIONS:** Complete Proposal documents as required. Your response must be received in the CCSD Purchasing Department prior to the specified date and time regardless of delivery options selected. Late proposals will not be accepted.

## I. INTRODUCTION

### **PURPOSE OF REQUEST FOR PROPOSAL**

The Central Consolidated School District, Student Support Office, is requesting proposals from qualified individuals or agencies for Physical Therapist(s) 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 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 6,000 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 individuals or agencies for Physical Therapy (s) 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 2022-2023 fiscal year, with the option of three additional years (2023-2024, 2024-2025, 2025-2026) 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 contract period with service dates as per school calendar and not to exceed 185 days. Normal work week 7.5 hours x 5 days equals 37.50/week, 185 calendar days equals to 6,937.5 hours per contract year. Work will commence upon contract agreement and with the issue of a Purchase Order.

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, 2026. At the end of each contract year, the district will notify the contractor for possible negotiations or will notify if they will issue a new request for proposals. 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  
Central Consolidated Schools – Finance Department  
PO Box 1199  
Shiprock, NM 87420  
505-368-4984 Ext 10142  
[waltc@centralschools.org](mailto: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 Officer regarding the procurement. Other Central Consolidated School’s Employees do not have the authority to respond on behalf of CCSD.

Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13. 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. Protests submitted or delivered to the Procurement Manager will not be considered properly submitted.

### **PROPOSAL DELIVERY**

All deliveries of proposals via express carrier, courier or hand delivery, must be addressed and submitted as follows:

Name:	Christi Walter, Purchasing
Reference RFP Name:	Physical Therapy Services RFP 2022-SSO-144
Physical Address:	Purchasing Department US HWY 64, Old High School Road Shiprock, NM 87420
Mailing address:	PO BOX 1199 SHIPROCK, NM 87420

### **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.

### SEQUENCE OF EVENTS

Action	Responsible Party	Due Dates
1. Issue RFP	Central Schools	March 30, 2022
2. Return Acknowledgement Form for Distribution List	Potential Offerors	April 13, 2022
2. Deadline to Submit Questions	Potential Offerors	April 13, 2022
3. Response to Written Questions	Central Schools	April 15, 2022
<b>4. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>May 11, 2022 @ 3:00 PM MST/MDT</b>
5. Proposal Evaluation	Evaluation Committee	May 12-13, 2022
6. Issue Recommendation of Award to School Board	Central Schools	May 17, 2022
8. Issue of Notice of Award	Central Schools	May 18-20, 2022
8. Protest Deadline	Central Schools	May 20, 2022

## 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 March 30, 2022.

**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, April 13, 2022 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.**

**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 on Wednesday, May 11, 2022.** **Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. 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 to RFP 2022-SSO-144 Physical Therapy.** 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 (EC). 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 approve purchase order has been issued.

**Protest Deadline:** Any protest by an Offeror must be in conformance with 13-1-1972 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end as of 4:30 PM on the fifteenth (15) calendar day following the agreement award. Protest must be in writing and include the name and address of the Protestant and the request for the proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Officer. Protests received after the deadline will not be accepted. The protest must be delivered to the following address:

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.

#### **Basis for Proposal**

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

#### **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** on Page 23.

#### **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. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Offerors failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

#### **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.

#### **Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD 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.

## **Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

## **Proposal Acceptance Rights**

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

## **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.

## **Disclosure of Proposal Contents**

The proposals will be kept confidential until Contracts are awarded by the CCSO 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 MEJEURE**

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.

### **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, 3<sup>rd</sup> 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.

### **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.

### **Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in 13-1-83 and 13-1-85 NMSA 1978.

### **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.

### **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 publicly 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/>.

### **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 the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- 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 – per occurrence General Aggregate - \$1,000,000 Product/completed operations aggregate \$1,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$5,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000

**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.

**IV. 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, indexed 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. Offeror Information/Signature Page (Appendix G)
- M. New Mexico Preferences (Appendix H)
- N. 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.”

## V. 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 **Physical Therapist** (s) will help provide direct, indirect and evaluation services to students with disabilities in the District. Educationally relevant evaluation of students referred for PT testing, preparation of written assessment, provision of physical therapy services including environmental adaptations, procurement and use of equipment and assistive technology necessary to assist the student to achieve educational outcomes, instruction and delegation of programs necessary for the prevention of increased disability wherever possible.

- Adhere to professional, ethical and legal standards of practice.
- Develop, implement and coordinate the physical therapy program within the LEA, including philosophy, vision, departmental procedures and goals.
- Evaluate students using appropriate tests, skilled professional observation and supplementary information from other agencies and records.
- Interpret assessment findings and appropriately convey information to parents and school teams.
- Participate with the school team to develop Individualized Education Programs and Section 504 Plans.
- Develop and implement intervention strategies.
- Develop physical management plan for daily classroom routines and train staff in its safe implementation.
- Plan for transition from school to community, preparing student to function independent from therapy service when targeted outcomes are achieved.
- Evaluate and report on student progress.
- Communicate and consult with school staff, parents, administrators, physicians, community and other professionals.
- Serve as resource to parent, school team, staff and administration on disabling conditions and their effects on education.
- Collaborate with community-based therapists and other healthcare providers for effective coordination of service.
- Assess need and recommend assistive technology necessary for function at school.

### Technical Specifications

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

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 fine motor, sensory, and general developmental skills of students.
- Evaluate and report current levels of ability and recommendations for intervention.
- Review and discuss medical and developmental case histories with IEP team to determine individual student needs and strategies.
- Develop treatment goals and activities for the specific need of the student, and appropriate equipment or materials to be used in that treatment.
- Provide consultative, direct therapy services and ongoing support to student in appropriate environments as needed.
- Provide consultation, training and/or technical assistance to teachers and others involved in the education of students.
- Collaborate with outside individuals and agencies to provide timely and seamless services to eligible children and families.
- Document student progress and contact time including therapy logs and Medicaid reports.
- In addition, therapists must be proficient in the use of computer, telephonic, printing, scanning, and web-based communication technology in providing services.
- 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.

#### **A. Personnel**

1. 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.
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.

#### **B. Organizational Experience**

1. Provide a detailed statement of relevant experience in the providing physical therapy services 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, education, and knowledge that clearly show qualifications of providing diagnostic services.
3. Describe at least two project successes and 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) references from similar projects performed for educational setting / school district clients within the last three years. References may or may not be reviewed at the discretion of CCSD. 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.

### **Mandatory Specification**

- 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.
- Comply with all Board of Education policies, administrative regulations, Public Education Department guidelines and local, state and federal laws.

A. Offerors must have and include:

1. NM Physical Therapy License (if applicable)
2. NM PED Licensure
3. NM State Board Licensure
4. Medicaid NPI # Licensure

### **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.

**Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX H) must accompany any Offer and any business wishing to receive the preference must complete and sign the form. Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

**A. New Mexico Business Preference**

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

**B. New Mexico Resident Veterans Business Preference**

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

**VI. 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

<b>Item #</b>	<b>Evaluation Criteria</b>	<b># of Points</b>
1	Personnel Qualifications: Vendor to provide curriculum vita, resume or information regarding qualification of individual(s)	20

	proposed to fulfill the requested services. Include any continuing education or measures taken to improve qualifications of personnel.	
2	Experience: Previous experiences and philosophy as it relates to working with children and/or as it relates to working with children with disabilities.	30
3	Licensure: Provide copies of state licensure and/or licensure from the New Mexico State Department of Education.	20
4	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.	10
5	Cost	20
6	Total Points	100

Part Two Evaluation Criteria ( TO be evaluated only upon completion of Part 1)

Evaluation Criteria	# of Points
<b>Total Points</b>	<b>100</b>
New Mexico Resident Business Preference: Offeror shall include a copy of their In-State Certification issued by the State of New Mexico Taxation & Revenue Department.	5%
Veteran New Mexico Resident Business Preference: To qualify an Offeror must include copy of their Resident Veteran Certificate issued by State of NM Tax & Revenue Department, and NM Tax & Revenue documentation of annual business revenue.	% based on Appendix H
<b>Total Possible Points</b>	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.

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:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{-----}} \times \text{Available Award Points}$$

This Offeror's Bid

**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.

**Proposal Evaluation**

The Evaluation Committee will review each Offeror's proposal. Points will be allocated as outlined in Offeror Qualifications, page 13.

**Proposed Evaluation Criteria** of this RFP by each member of the committee. Each member's point total will be translated to a numeric ranking. The committee member rankings will be totaled and averaged to determine the overall ranking of the firms.

**Point Calculations**

All calculations of point standings, including any additional or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee with all members in attendance.

**Notice of Award**

The Procurement Department will notify all Finalist Offerors in writing of the final determination of the Evaluation Committee and upon approval by the Board of Education.

**APPENDIX A**  
**ACKNOWLEDGMENT OF RECEIPT FORM**

**Physical Therapy Services**  
**RFP 2022-SSO-144**

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  
[waltc@centralschools.org](mailto:waltc@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**

**Physical Therapy Services**  
**RFP 2022-SSO-144**

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**

**Physical Therapy Services  
RFP 2022-SSO-144**

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 May 11, 2022, 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://insurenemexico.state.nm.us/>.

Signature of Offeror: \_\_\_\_\_

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

**APPENDIX D**  
CENTRAL CONSOLIDATED SCHOOL DISTRICT #22  
SHIPROCK, NEW MEXICO  
**Physical Therapy Services**  
**RFP 2022-SSO-144**

**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**  
**Physical Therapy Services**  
**RFP 2022-SSO-144**

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 F**

**TERMS AND CONDITIONS STATEMENT OF CONFIDENTIALITY**

**Physical Therapy  
RFP 2022-SSO-144**

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**

Offeror Acceptance Signature Page

**Physical Therapy  
RFP 2022-SSO-144**

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TIME: 3:00 P.M.  
DATE: Wednesday, May 11, 2022  
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



**APPENDIX H**

**New Mexico Preference Resident Veterans Certification**

**Physical Therapy  
RFP 2022-SSO-144**

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”  
I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

**COST PROPOSAL FORM**

**Physical Therapy  
RFP 2022-SSO-144**

**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.

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.

FLAT RATE:

\$	
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Break Down:

**Physical Therapy**

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