

Capitan Municipal School District

REQUEST FOR PROPOSAL

Services – Speech Language Pathologist

RFP 2022-001

ISSUE DATE: July 29, 2021

SUBMISSION DEADLINE: August 26, 2021 @ 3:00 PM Local Time

OFFICE HOURS for delivery of proposal:

Monday – Friday 8:00 AM – 3:30 PM

CONTACT: Jamie Shepperd, Chief Procurement Officer
575-354-8514, jamie.shepperd@capitantigers.org

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**.

Mailing Address:

Capitan Municipal School District
ATTN: Purchasing Department
PO Box 278
Capitan, NM 88316

Physical Address:

Capitan Municipal School District
ATTN: Purchasing Department
519 Smokey Bear Blvd.
Capitan, NM 88316

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

I.

PURPOSE OF REQUEST FOR PROPOSAL

The Capitan Municipal School District is requesting proposals from qualified individuals or agencies for Services – Speech Language Pathologist, to provide direct/indirect and evaluation services to students with speech and language therapy needs in accordance with the specifications contained in this Request for Proposal (RFP). Capitan Municipal Schools ensures the provisions of special

education and related services to students with special needs including evaluation of students with suspected disability – child find.

Capitan Municipal Schools desire to establish professional service agreements with qualified Speech Language Pathologist Service providers to perform the Scope of Work as specified in the Proposal and should have an established capability to provide direct / indirect and evaluation services to students with speech and language therapy needs in the District. It should be 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 students, and may not require a 36 hour work week. You will state in the proposal, the hours in a week that you are available to provide services for Capitan Municipal Schools.

The proposal period is for the 2021-2022 fiscal year, with the option of three additional years (2022-2023, 2023-2024, 2024-2025) 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 period with service dates as per school calendar not to exceed 145 days. Normal work week 9 hours x 4 days equals 36 hours/week, 145 calendar days equals 1,305 hours per contract year maximum. Actual service hours will be on an as needed basis. 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, 2025. 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 Capitan Municipal Schools 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 Capitan Municipal Schools, taking into consideration the specified evaluation criteria, and/or other pertinent factors outlined in the Scope of Work.

PROCUREMENT OFFICER

The Procurement Officer responsible for the conduct of this procurement.

Jamie Shepperd, Chief Procurement Officer
Capitan Municipal Schools
PO Box 278
Capitan, NM 88316
575-354-8514 jamie.shepperd@capitantigers.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 Capitan Municipal School employees do not have the authority to respond on behalf of Capitan Municipal Schools.

Definitions of Terminology

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

“Agency” or “district” means Capitan Municipal School District.

“Award” or “Award of Contract” shall mean a formal written notice by Capitan Municipal Schools that the district has selected a firm to enter into a contract for service.

“Close of Business” means 4:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction derived from RFP.

“Contractor” means a successful Offeror who enters into a binding contract.

“Deliverable” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Determination” means the written documentation of a decision of a Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

“Employer” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. Such definition does not include governmental entities.

“Evaluation Committee” means a body appointed by the Capitan Municipal Schools to perform the evaluation of Offeror proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Officer and the Evaluation Committee. It contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Capitan Municipal Schools Employee” means any employee of the Capitan Municipal Schools, performing work for any school or department regardless of the location of the employer’s office or offices.

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

“Procurement Officer” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

“Requirements” are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

“Responsive Offeror Responsive Proposal” means an offer or proposal that 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.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its 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.

“Solicited and Awarded” means an ITB or RFP was made available to the general public, through any means.

“Solicitations” means ITBs and RFPs.

BACKGROUND INFORMATION

This section provides background on Capitan Municipal 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 Capitan Municipal School District is located in the south central region of New Mexico, in the county of Lincoln.. The District serves approximately 425 students, K - 1 2 .

OVERVIEW

I. CONDITIONS GOVERNING THE PROCUREMENT

I. 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
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1. Issue RFP	Capitan Schools Schools	7/29/2021
2. Return Acknowledgement Form for Distribution List	Potential Offerors	8/5/2021
2. Deadline to Submit Questions	Potential Offerors	8/5/2021
3. Response to Written Questions	Capitan Schools	8/9/2021
4. Submission of Proposal	Potential Offerors	8/26/2021 @ 3:00 PM
5. Proposal Evaluation	Evaluation Committee	TBD
6. Recommendation to School Board	Capitan Schools	8/30/2021
7. Contract Awards	Agency/ Finalist Offerors	8/31/2021
8. Protest Deadline	Offerors	9/15/2021

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 Capitan Municipal Schools on July 29, 2021.

Return of Acknowledgements of Receipt Form for Distribution List: Potential Offerors should return the “Acknowledgement of Receipt Form” that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. 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 5, 2021 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 will 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, local time on Tuesday, April 6, 2021.**

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to RFP 2022-001. 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:

Jamie Shepperd, Chief Procurement Officer
Capitan Municipal Schools
519 Smokey Bear Blvd.
Capitan, NM 88316

Postal Services Address:

Jamie Shepperd, Chief Procurement Officer
Capitan Municipal Schools
PO Box 278
Capitan, NM 88316

For Postal Service delivery, allow additional ten (10) days for delivery. **Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to RFP 2022-001.**

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.

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 Capitan Municipal School District 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 Capitan Municipal School District School Board, the awarded contractor(s) will be notified in writing by the Procurement Officer. The Capitan Municipal 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 Capitan Municipal Schools 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.

A contract will be negotiated and upon agreement by both parties (Capitan Municipal Schools 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 Capitan Municipal Schools. A contract will not be effective until completed with authorized signatures, and an approved purchase order has been issued.

Protest Deadline: Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Certified Procurement Officer in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Procurement Officer.

In the event of a timely protest under this section, the Purchasing Agent shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).

The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

- A. State the reasons for the action taken; and
- B. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978).

A. 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 Criteria** on Page 17.

Contractor Responsibility

The contractor shall solely be responsible for performance under this contract. Capitan Municipal Schools 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 Capitan Municipal Schools before any subcontractor is used during the term of this agreement.

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. Capitan Municipal School 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.

Disclosure of Proposal Contents

The proposals will be kept confidential until Contracts are awarded by the Capitan Municipal Schools 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 Capitan Municipal 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 Capitan Municipal Schools or any of its departments or schools to the use of Offeror services until a valid written contract is approved.

Termination

Termination by the contractor may terminate this contract only if Capitan Municipal School District fails to comply with any provisions of this contract and after receiving notice of noncompliance, the District fails to cure the noncompliance within thirty (30) days, or by written mutual agreement between the Contractor and the District.

Termination by the District may terminate this contract for cause. The occurrence of either one of the following events will justify termination for cause:

- 1 Contractors persistent failure to perform their work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable material or equipment).
- 2 For Cause. The occurrence of either one of the following events will justify termination for cause:
 - 2 Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - 2 Contractor's violation in any substantial way of any provisions of this contract.

If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) thirty (30) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

- 3 For Convenience.
 - 3 Upon thirty (30) days written notice to contractor, Capitan Municipal Schools may without cause and without prejudice to any other right or remedy of Capitan Municipal Schools, elect to terminate the contract.
 - 3 In such case, Contractor shall be paid (without duplication of any items), for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
 - 3 Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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 changes followed by the specific proposed alternate wording.

Capitan Municipal School 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 Capitan Municipal Schools administrative decisions. Acceptance by Capitan Municipal Schools of an offeror's proposal in any category does not guarantee a specified number of consultations or any other work. Capitan Municipal Schools shall only pay for services rendered that are specifically agreed upon.

Invoicing and Payments

Capitan Municipal Schools 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. Capitan Municipal Schools 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 Capitan Municipal Schools only for services rendered, fully comply with all other state and federal requirements associated with provisions of the services contemplated herein and do not 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 if Capitan Municipal 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 including any of the following: volunteer activities with Capitan Municipal School 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 Capitan Municipal Schools.

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 DeviationAny 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.

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.

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.

Proposal Acceptance Rights

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

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 Capitan Municipal Schools 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://insurenwnewmexico.state.nm.us/>.

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 Capitan Municipal 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 Capitan Municipal Schools at the time of contract award. Capitan Municipal Schools shall be included as a loss payee and/or additional insured. Contractor shall furnish Capitan Municipal Schools with certificates of insurance with contract documents and prior to commencement of work.

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.

OVERVIEW**A. RESPONSE FORMAT AND ORGANIZATION**

I. 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. 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. **Capitan Municipal Schools 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 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
- 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, placed in Original binder)

- A Response to Specifications, including cost information: Offerors must propose an hourly composite rate and breakdown of hours and cost. The hourly composite should include the 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."

OVERVIEW

A. SPECIFICATIONS

I. 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 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 speech, language, 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.
- 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 Capitan Municipal Schools, 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 Capitan Municipal School procedures. Non-Compliance with Capitan Municipal SchoolMedication service documentation can/will result in withholding of payment for services until 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.

Technical Specifications

The purpose of this proposal is to demonstrate the qualifications, competency and capacity of potential offerors seeking to bid for Speech Language Pathologist Services - for Capitan Municipal School District in conformity with the requirements of this Request For Proposal.

A. Qualifications

1. Submit company profile. Submit detailed information describing your company's qualification in providing services as requested in the scope of work. Provide information about the company that demonstrates the ability and the capacity of the company expressed in terms of human resources (number, quality, skills and experience, work experience, education, and knowledge) physical and material resources, and information resources (pool of knowledge). Demonstrate your company's competence as it relates to the competencies required to perform the requested services.
2. Capitan Municipal School requires the following for potential candidates prior to acceptance of providers. Describe in detail the process of providing this information to Capitan Municipal Schools for acceptance of potential providers. Providers must have curriculum vita, resume or information regarding qualification of individual(s) proposed to fulfill the requested services, include the level of ASL (American Sign Language) competence or certification. Providers must include favorable background checks at time of hire or reporting for duty. The background must be completed and the candidate must be cleared before they are able to provide services within the district.

A. Assigned Personnel to Capitan Municipal Schools

1. Provide key individuals who will be assigned to work with the District who will manage all aspects of the contract. Include roles and responsibilities contact name, address, phone number, fax number, and email address.

A. Organizational Experience

1. Provide a detailed statement of relevant experience and knowledge in the providing of similar services as requested in the scope of work for students in a school setting. The offeror must specifically identify three (3) past or current customers 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. Describe at least two project successes and failures in providing diagnostic services to a school district.

A. Support and Approach

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.
2. Describe in detail the approach to which your company will provide the services as requested in the scope of work.

A. 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 Capitan Municipal Schools. Capitan Municipal School 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.

Type of services provided and dates services were provided.

A. Computer Set Up

1. Be able to deliver service through a PC:
 - a. Operating system: Windows 7 or later. Mac OS X 10.9 (or later) with Intel processor. Dual core processor
2 GB RAM
11.6 inch display or larger
Ability to support headset with microphone
 - a. A broadband internet connection with a minimum of 500 kbps upload and download speeds. Browser: Internet Explorer, Google Chrome or Mozilla Firefox.
Web and/or content filtering that enable peer-to-peer services.
 - a. A phone with speaker-phone capability in the immediate vicinity of the computer where service is delivered, to be used as a backup means of communication

Mandatory Specification

- A Vendors must have their headquarters physically located with-in the contiguous United States of America.
- B Vendors must be in compliance with HIPAA and provide assurance of confidentiality and compliance regarding Student Information and that the School District shall retain all rights over Students information as protected by FERPA.
- C Direct Service will be within school time. Daily contract time could not go beyond 9 hours (7:30 to 4:30).
- D Vendors must provide assurance and plan for continuing Technical Support and Customer Service.
- E Offerors must have and include:
2. NM Speech & Language Pathologist License
 3. NM PED Licensure
 4. Medicaid NPI

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 Points is ten (10) for revenues of \$3 million or less.

OVERVIEW

A. EVALUATION

I. 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 with the following criteria:

Item #	Evaluation Criteria	# of Points
1	Qualifications – Submit company's profile describing your company's	20
	qualification in providing services. Provide information about the company that demonstrates the ability and the capacity of the company expressed in terms of human resources (number, quality, skills and experience) physical and material resources, and information resources (pool of knowledge). Demonstrate your company's competence as it relates to the competencies required to perform the requested services. Previous experiences and philosophy as it relates to working with children and/or as it relates to working with children with disabilities.	
2	Experience and Reliability of Firm - Provide a detailed statement of relevant experience in the providing similar services as requested in the scope of work in a school setting. Identify three (3) past and / or current customers and describe how the company has supplied expertise for similar contracts and projects. Include a brief description of how long firm has been in business, business location, capacity to provide services, etc. Offerors may include any supporting documentation they feel will support their descriptive narrative. Describe at least two project successes and failures in providing similar services as requested in the scope of work for a school district.	25
3	Assigned Personnel - Provide key individuals who will be assigned to work with the District who will manage all aspects of the contract. Include roles and responsibilities contact name, address, phone number, fax number, and email address.	15
4	Approach and Support – Describe in detail the approach in which your company will provide service as requested in the scope of work. Include any continuing education or measures (technical and training) taken to improve qualifications of personnel. Provide plan for coverage in case of providers absence, long term leave, resignation, or termination.	10

5	<p>Include Cost Response, regarding cost for requested Scope of Work. The evaluation of each Offeror's cost proposal will be conducted using the following formula:</p> $\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$	30
	Total Points	100
6	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
7	<p>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.</p> <p>10 points for Resident Veteran Business / Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue.</p>	10
	Total Possible Points	100-110

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

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.
1. The Procurement Officer may contact the Offeror for clarification of the response as specified in Proposal Evaluation, page 6.
1. The responsible Offeror whose proposal is most advantageous to Capitan Municipal Schools, taking into consideration the Evaluation Criteria, will be recommended for award.
1. Responsive proposals will be evaluated on the Evaluation Criteria, which have been assigned a point value.
1. 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 Evaluation Criteria, page 17.

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 approval of Board of Education.

APPENDIX A
ACKNOWLEDGMENT OF RECEIPT
FORM

Speech Language Pathologist Services RFP

2022--001

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.** 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.

Jamie Shepperd, Chief Procurement Officer
jamie.shepperd@capitantigers.org
575-354-8514
Capitan Municipal
Schools
519 Smokey Bear Blvd.
PO Box 278
Capitan, NM 88316

APPENDIX B
LETTER OF TRANSMITTAL FORM

Speech Language Pathologist Services

RFP 2022-001

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

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

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.
____ Factors.

I concur that submission of our proposal constitutes acceptance of the Evaluation 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

Speech Language Pathologist Services

RFP 2022-001

- 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 offer that health insurance to those employees no later than **July 1, 2021**, if the expected annual value in the aggregate of any and all contracts between Contractor and Capitan Municipal Schools 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://insurenwnewmexico.state.nm.us/>.

Signature of Offeror: _____

Date: _____

APPENDIX D
CAPITAN MUNICIPAL SCHOOL DISTRICT
#40 CAPITAN, NEW MEXICO
Speech Language Pathologist Services

RFP 2022-001

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

Speech Language Pathologist Services

RFP 2022-001

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Capitan Municipal 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 Capitan Municipal 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 Capitan Municipal Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the Legislator:

_____ List below the names(s) of any Capitan Municipal Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation);

(3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The Vendor agrees to provide immediate notice to Capitan Municipal School's Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency

of local public body of the State of New Mexico, or upon receipt of a notice 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

Speech Language Pathologist Services

RFP 2022-001

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Contractor", agrees, during the term of the Contract between Contractor and the Capitan Municipal 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 Capitan Municipal Schools, 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

**Speech Language Pathologist
Services**

RFP 2022-001

TIME: 3:00 P.M.
DATE: August 26, 2021
LOCATION: Capitan Municipal School District
Procurement Office, 519 Smokey Bear Blvd.,
Capitan, NM 88316

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**

Speech Language Pathologist S e r v i c e s

RFP 2022-001

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

RFP 2022-001

Speech Language Pathology Services

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:

Break Down:

[illegible]

