

PROFESSIONAL SERVICES

STATE OF NEW MEXICO

Pecos Valley Regional Education Cooperative #8

REQUEST FOR PROPOSALS

RFP:2021-002

SPEECH THERAPY, PHYSICAL THERAPY, OCCUPATIONAL THERAPY, SOCIAL WORK, AUDIOLOGICAL, AND BOARD CERTIFIED BEHAVIOR ANALYST SERVICES FOR PVREC MEMBER DISTRICTS

April 19, 2021

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*Related Services for PVREC Member Districts:
Dexter, Hagerman, Lake Arthur, Loving*

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Pecos Valley Regional Education Cooperative (PVREC), an educational cooperative established by the Dexter Consolidated Schools, Hagerman Municipal Schools, Lake Arthur Municipal Schools, and Loving Municipal Schools under the Regional Cooperative Education Act (22-2B.1-22-2B-6, NMSA 1978), is requesting proposals for onsite speech therapy, physical therapy, occupational therapy, social work, audiological, and board certified behavior analyst services for and and/or all of the member districts: Dexter, Hagerman, Lake Arthur, and Loving Schools.

The purpose of this Request For Proposals (RFP) is to select an offeror(s) to provide said services for any and/or all PVREC member districts located in the New Mexico communities of Dexter, Hagerman, Lake Arthur, and Loving. **OFFERORS MAY PROPOSE TO PROVIDE ANY ONE RELATED SERVICE OR ANY COMBINATION OF RELATED SERVICES. (OFFEROR NEED NOT PROPOSE TO PROVIDE ALL RELATED SERVICES).**

B. SUMMARY SCOPE OF WORK

The initial scope of work shall consist of providing on site Speech Therapy, Physical Therapy, Occupational Therapy, Social Work, Audiological, and Board Certified Behavior Analyst Services for any and/or all of the following PVREC Member Districts: Dexter, Hagerman, Lake Arthur, and Loving.

The initial contract(s) shall begin on **August 1, 2021** or as soon as possible thereafter and end on **June 30, 2022**.

C. SCOPE OF PROCUREMENT

The Agency reserves the option of renewing the initial contract(s) on an annual basis for 3 additional years or any portion thereof. In no case will the contract(s), including all renewals thereof, exceed a total of four years in duration.

D. PROCUREMENT MANAGER

The Agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number are listed below.

Name: Kelley Alsup
Agency Name: Pecos Valley Regional Education Cooperative
Mailing Address: 2218 W. Grand Avenue

*Related Services for PVREC Member Districts:
Dexter, Hagerman, Lake Arthur, Loving*

Artesia, NM 88210
Phone Number: 575.748.6100
Fax Number: 575.748.6160
E-mail: kalsup@pvrec8.com

All deliveries via express carrier should be addressed as follows:

Name: Kelley Alsup
Agency Name: Pecos Valley Regional Education Cooperative
Street Address: 2218 W. Grand Avenue
City/State/Zip Code: Artesia, NM 88210

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other agency employees do not have the authority to respond on behalf of the Agency.

Protests of the solicitation or award must be delivered by mail to the Procurement Manager. pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Procurement 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. Emailed protests will not be considered.

E. DEFINITION OF TERMINOLOGY

"Agency" means the Pecos Valley Regional Education Cooperative #8

"Award" means the final execution of the contract document.

"Business Hours" means 8:00 AM thru 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Close of Business" means 4:30 PM Mountain Standard or Daylight Time, whichever is in use at that time.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction.

"Contractor" means any business having a contract with a state agency or local public body.

"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.

"Desirable" – the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

"Evaluation Committee" means a body appointed to perform the evaluation of Offerors' proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the

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procurement.

“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.

“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.

“IT” means Information Technology.

“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 will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

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

“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.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

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

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, 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.

“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.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

F. 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 or by contacting the Procurement Manager and scheduling an appointment.

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The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions: http://www.generalservices.state.nm.us/statepurchasing/ITBs__RFPs_and_Bid_Tabulation.aspx.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

	Action	Responsibility	Date

*Related Services for PVREC Member Districts:
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1	Issue of RFP	Agency	4/19/21
2	Distribution of List Response (Appendix A Form)	Potential Offers	04/22/21
3	Deadline to submit additional questions	Potential Offers	04/26/21
4	Response to Written Questions/RFP Amendments	Agency	04/27/21
5	Submission of Proposal	Offeror	05/03/21
6	Proposal Evaluation	Evaluation Committee	05/06/21
7	Selection of Finalists	Evaluation Committee	05/06/21
8	Finalize Contract	Agency, Offeror	05/06/21
9	Contract Award	Agency	05/06/21
10	Protest Deadline	Offeror	05/10/21

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the Agency.

2. Distribution List Response Due

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request For Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on **April 22, 2021**

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The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Additional Written Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on **April 26, 2021**. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on **April 27, 2021** to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than one (1) day after the answers and/or amendments were issued.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **2:00 PM MOUNTAIN DAYLIGHT TIME ON May 3, 2021**. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **Related Services (please designate which service)** Request for Proposals. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 131116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

6. Proposal Evaluation

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The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place on **May 6, 2021**. During this time, the Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

7. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the final offeror(s) on **May 6, 2021**.

8. Finalize Contract

The contract will be finalized with the most advantageous offeror **May 6, 2021**. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

9. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Procurement Manager and the signed contract, the Agency Executive Director will award the contract on **May 6, 2021**.

The contract shall be awarded to the offeror or offerors 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.

The award is subject to appropriate Agency approvals.

10. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 131172 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 close of business on **May 10, 2021**. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the PVREC's Procurement Manager. The protest must be delivered to the PVREC's Procurement Manager.

Pecos Valley Regional Education Cooperative #8
Procurement Manager: Kelley Alsup
2218 W. Grand Avenue
Artesia, NM 88210

Protests received after the deadline will not be accepted.

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C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential 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 contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

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8. Disclosure of Proposal Contents

- a. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- b. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. Confidential data is restricted to:
 - i. confidential financial information concerning the Offeror's organization;
 - ii. 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.
 - iii. PLEASE NOTE: 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 State Purchasing Division or the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

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

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

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This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the 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 of the Sample Contract 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.

16. Offeror's Terms and Conditions

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

17. 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.

18. 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 Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, 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.

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. 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 agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

25. 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.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

Please refer to: http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

28. New Mexico Employees Health Coverage

- a. If the Offeror 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, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- b. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- c. Offeror must agree 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://www.insurenewmexico.state.nm.us/>.
- d. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Pay Equity Reporting Requirements

- a. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

- b. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- c. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- d. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

31. Disclosure Regarding Responsibility

- A. 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.)

- B. 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.
- C. 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.
- D. 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 be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. 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.
- F. 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.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and one (1) identical copy of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. The original proposal with original signatures should be labeled as "original".

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts,

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spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (Optional)
- d) Response to Mandatory Specifications
- e) Completed Cost Response Form
- f) Response to Agency Terms and Conditions
- g) Offeror's Additional Terms and Conditions
- h) Other Supporting Material

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must include the cost response form.

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

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

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the submitting organization;
- b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II,

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Paragraph C.1;

- f) be signed by the person authorized to contractually obligate the organization;
- g) acknowledge receipt of any and all amendments to this RFP.
- h) Include a statement that offeror concurs with evaluation process.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. Information

1. Technical Specifications

- a. Provide on site Speech Therapy, Physical Therapy, Occupational Therapy, School Psychology, Audiological, and Behavior Therapy Services for the following PVREC Member Districts: Dexter, Hagerman, Lake Arthur, and Loving.
- b. Provide monthly reports as required by the New Mexico Department of Health for Medicaid eligible children.
- c. Cost for services should include a base hourly rate as well as a schedule or scale of charges for additional services, qualifications and credentials.
- d. Cost for service may include, if applicable, appropriate requests and schedule for step increases, either for individuals or for the firm.
- e. The failure of an Offeror to meet a mandatory specification will result in disqualification of the proposal.

OFFERORS MAY PROPOSE TO PROVIDE ANY ONE RELATED SERVICE OR ANY COMBINATION OF RELATED SERVICES. (OFFEROR NEED NOT PROPOSE TO PROVIDE ALL RELATED SERVICES).

2. Agency Resources

The following resources will be provided to contractor personnel for use on this contract:

- access will be available to copiers and fax machines
- other technical support resources

3. Work Performance

For the purpose of preparing proposals, Offerors are to assume that all on-site work will be performed at any and/or all of the following locations:

Dexter Consolidated Schools, Hagerman Municipal Schools, Lake Arthur Municipal Schools, and Loving Municipal Schools.

4. Time Frame

The contract is scheduled to begin on **August 1, 2021**. The initial contract deliverables are to be completed by **June 30, 2022**.

B. Mandatory Specifications

1. Corporate Experience

Offerors must submit a statement of relevant corporate experience. The documentation must thoroughly describe how the offeror has supplied expertise for similar contracts and work related to speech therapy services.

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Offerors must submit in their proposal copies of appropriate professional certifications. Including the following:

- **Speech Language Pathologist:**
 - Bachelors Degree
 - Masters Degree
 - Professional License for a Speech Language Pathologist from the New Mexico Regulation and Licensing Department.
 - Medicaid Number which the provider and PVREC can affiliate.
 - National Provider Identification number
 - New Mexico Public Education Department License
 - Malpractice or Liability insurance
 - Fingerprint/Background check

- **Physical Therapist/Physical Therapy Assistant:**
 - Associates Degree (PT/A)
 - Bachelors Degree
 - Masters Degree and/or
 - Ph/D
 - Professional License for a Physical Therapist (or PT/A) from the New Mexico Regulation and Licensing Department.
 - Medicaid Number which the provider and PVREC can affiliate.
 - National Provider Identification number
 - New Mexico Public Education Department License
 - Malpractice or Liability insurance
 - Fingerprint/Background check

- **Occupational Therapist/Occupational Therapy Assistant:**
 - Associates Degree (COTA)
 - Bachelors Degree
 - Masters Degree and/or
 - Ph/D
 - Professional License for an Occupational Therapist (or COTA) from the New Mexico Regulation and Licensing Department.
 - Medicaid Number which the provider and PVREC can affiliate.
 - National Provider Identification number
 - New Mexico Public Education Department License
 - Malpractice or Liability insurance
 - Fingerprint/Background check

-

- **Social Work:**
 - Bachelors Degree
 - Masters Degree and/or
 - LISW or
 - LMSW
 - Professional License for a Social Worker from the New Mexico Regulation and Licensing Department.
 - Medicaid Number which the provider and PVREC can affiliate.
 - National Provider Identification number
 - New Mexico Public Education Department License
 - Malpractice or Liability insurance

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- Fingerprint/Background check
- **Audiologist:**
 - Bachelors Degree
 - Masters Degree and/or
 - Ph/D
 - Professional License for an Audiologist from the New Mexico Regulation and Licensing Department.
 - Medicaid Number which the provider and PVREC can affiliate.
 - National Provider Identification number
 - New Mexico Public Education Department License
 - Malpractice or Liability insurance
 - Fingerprint/Background check
- **Board Certified Behavior Analyst (BCBA):**
 - Bachelors Degree
 - Masters Degree and/or
 - Ph/D
 - Professional License for an BCBA from the New Mexico Regulation and Licensing Department.
 - Medicaid Number which the provider and PVREC can affiliate.
 - National Provider Identification number
 - New Mexico Public Education Department License
 - Malpractice or Liability insurance
 - Fingerprint/Background check

Offerors should include in their proposals documentation describing the extent of their experience and expertise as a Speech Language Pathologist, Physical Therapist, Occupational Therapist, School Psychologist, Audiologist, and/or BCBA. **OFFERORS MAY PROPOSE TO PROVIDE ANY ONE RELATED SERVICE OR ANY COMBINATION OF RELATED SERVICES. (OFFEROR NEED NOT PROPOSE TO PROVIDE ALL RELATED SERVICES).**

Offerors should include in their proposals documentation of the extent of their knowledge regarding the following:

- a. The Individuals with Disabilities Act, Part B & Part C
- b. School-based Health Services

2. Corporate References

Proposals must include three (3) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

- a. Name of individual or company services were provided for
- b. Address of individual or company
- c. Name of contact person
- d. Telephone number of contact person
- e. Type of services provided and dates services were provided

3. Offeror Staff Experience

Offerors must submit resumes of all proposed professional staff members who will be performing services under the contract. Experience narratives shall be attached that describe the specific relevant experience of the staff members in relation to the role that member will perform for this

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contract. The narrative(s) must include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credential that clearly shows how they meet and/or exceed the Agency's minimum experience requirements as follows:

4. Proposed Staff References

One external client reference for each proposed staff member must be provided. The minimum information that must be provided about each reference is:

Name of individual or company services were provided for:

- a. Address of individual or company
- b. Name of contact person
- c. Telephone number of contact person
- d. Type of services provided and dates services were provided

5. Project Plan

Offerors must submit a thorough project plan as part of the proposal. At a minimum, the project plan must include a milestone chart including tasks to be performed, the time frame and proposed staff member designated for the completion of each task.

6. Cost

Offerors must propose one firm, fixed, fully-loaded hourly rate per service category on the proposal cost form in Appendix C. The firm, fixed, fully-loaded hourly rate will include travel to and from the off-site workplace to the on-site workplace. The proposed fully-loaded hourly rates must include travel, per diem, fringe benefits and any overhead costs for contractor personnel. New Mexico gross receipts taxes are excluded from the proposed maximum hourly rates. They shall be shown separately on the invoice.

The service categories are as follows:

- a. Speech Language Pathologist
- b. Physical Therapist
- c. Physical Therapy Assistant
- d. Occupational Therapist
- e. Occupational Therapy Assistant
- f. Social Worker
- g. Audiologist
- h. Behavior Certified Behavior Analyst (BCBA)

V. EVALUATION

A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each. These, along

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with the general requirements, will be used in the evaluation of Offeror proposals.

FACTORS		POINTS AVAILABLE
1	Corporate Experience	100
2	Corporate References	100
3	Proposed Staff Experience	200
4	Proposed Staff References	100
5	Project Plan	200
6	Cost	300
TOTAL		1000

B. Evaluation Factors

Points will be awarded on the basis of the following evaluation factors:

1. Corporate Experience (100 points)

The corporate experience of the offeror will be evaluated based upon documented experience on similar projects and engagements.

2. Corporate References (100 points)

Points for corporate references will be awarded based upon an evaluation of the offeror's work for previous clients receiving similar services to those proposed by the offeror for this contract.

3. Staff Experience (200 points)

Points for staff experience will be awarded based upon an evaluation of each staff member's experience as it relates to their role and the needs of this contract.

4. Individual References (100 points)

Points for individual references will be awarded based upon an evaluation of the individual's work performed for previous clients receiving similar services to those proposed for the staff member for this contract.

5. Project Plan (200 points)

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan.

6. Cost (300 points)

The evaluation of each offeror's cost proposal will be conducted using the following formula as applied to each separate service category:

$$\frac{\text{Lowest Responsive Offer Average Hourly Rate}}{\text{This offeror's Average Hourly Rate}} \times 300 = \text{Award Points}$$

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C. Evaluation Process

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements 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 Section II, Paragraph B.8.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS

RELATED SERVICES FOR DEXTER, HAGERMAN, LAKE ARTHUR, AND LOVING SCHOOLS

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **April 22, 2021**. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____

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

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Kelley Alsup
Pecos Valley Regional Education Cooperative
2218 W. Grand Avenue
Artesia, NM 88210
Phone: 575.748.6100
Fax Number: 575.748.6160
E-Mail: kalsup@pvrec8.com

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APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

*Related Services for PVREC Member Districts:
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Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of

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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.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

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Signature Date

Title (position)

-OR-

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

Signature Date

Title (Position)

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APPENDIX C

Sample Contract

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. _____

STATE OF NEW MEXICO
PROFESSIONAL SERVICES CONTRACT
FOR
RELATED THERAPY SERVICES FOR DEXTER, HAGERMAN, LAKE ARTHUR, AND LOVING SCHOOLS

THIS AGREEMENT is made and entered into by and between the Pecos Valley Regional Education Cooperative, herein after referred to as the "Procuring Agency", and (insert contractor name) herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- a. "Project Manager" means the individual assigned by the Procuring Agency to manage the project and administer this Agreement.
- b. "Project Plan" means a document approved by the Project Manager which includes a list of tasks to be performed and the time frame for the completion of each task. All work under this Agreement shall be performed in accordance with the approved Project Plan.

2. Scope of Work:

The contractor will provide related therapy services in Dexter, Hagerman, Lake Arthur, and Loving Schools

Duties and Responsibilities:

Provide related therapy services in any and/or all of the following school districts: Dexter, Hagerman, Lake Arthur, and Loving with a schedule established and agreed-upon by the procuring agency and the contractor. **OFFERORS MAY PROPOSE TO PROVIDE ANY ONE RELATED SERVICE OR ANY COMBINATION OF RELATED SERVICES. (OFFEROR NEED NOT PROPOSE TO PROVIDE ALL RELATED SERVICES).**

- 1. Input therapy data into the Medicaid reporting system on a monthly basis.
- 2. Provide evaluations, direct services, and reports.

b. Maintain the following required professional license, certifications and insurance:

- **Speech Language Pathologist:**
- Masters Degree in Speech Language Pathology
- Professional License for a Speech Language Pathologist from the New Mexico Regulation and Licensing Department.
- Medicaid Number which the provider and PVREC can affiliate.
- National Provider Identification number
- New Mexico Public Education Department License
- Malpractice or Liability insurance
- Fingerprint/Background check

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- **Physical Therapist:**
- Masters Degree in Speech Language Pathology
- Professional License for a Speech Language Pathologist from the New Mexico Regulation and Licensing Department.
- Medicaid Number which the provider and PVREC can affiliate.
- National Provider Identification number
- New Mexico Public Education Department License
- Malpractice or Liability insurance
-
- **Occupational Therapist/Occupational Therapy Assistant:**
- Associates Degree (COTA)
- Bachelors Degree
- Masters Degree and/or
- Ph/D
- Professional License for an Occupational Therapist (or COTA) from the New Mexico Regulation and Licensing Department.
- Medicaid Number which the provider and PVREC can affiliate.
- National Provider Identification number
- New Mexico Public Education Department License
- Malpractice or Liability insurance
- Fingerprint/Background check
-
- **Social Worker:**
- Bachelors Degree
- Masters Degree and/or
- LISW or
- LMSW
- Professional License for a Social Worker from the New Mexico Regulation and Licensing Department.
- Medicaid Number which the provider and PVREC can affiliate.
- National Provider Identification number
- New Mexico Public Education Department License
- Malpractice or Liability insurance
- Fingerprint/Background check
-
- **Audiologist:**
- Bachelors Degree
- Masters Degree and/or
- Ph/D
- Professional License for an Audiologist from the New Mexico Regulation and Licensing Department.
- Medicaid Number which the provider and PVREC can affiliate.
- National Provider Identification number
- New Mexico Public Education Department License
- Malpractice or Liability insurance
- Fingerprint/Background check
-
- **Board Certified Behavior Analyst (BCBA):**
- Bachelors Degree
- Masters Degree and/or
- Ph/D
- Professional License for an BCBA from the New Mexico Regulation and Licensing Department.
- Medicaid Number which the provider and PVREC can affiliate.

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- National Provider Identification number
- New Mexico Public Education Department License
- Malpractice or Liability insurance
- Fingerprint/Background check

2. Additional Information:

- The following listed contractor supplied personnel shall perform services under this agreement:
 - (insert the names of contractor personnel and consultant classification from the contractor's proposal)

3. Work Site

Services will be provided in locations identified within and and/or all of the following school districts: Dexter, Hagerman, Lake Arthur, and Loving Schools.

a. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- b. Acceptance – In accordance with Section 13-1-158 NMSA 1978, the Procuring Agency shall determine if the services provided meet specifications. No payment shall be made for any service until the services and/or deliverables have been accepted in writing by the Project Manager. Unless otherwise agreed upon between the Procuring Agency and the Contractor, within fifteen (15) days from the date the Procuring Agency receives written notice from the Contractor that payment is requested for services, the Project Manager shall issue a written certification of complete or partial acceptance or rejection of the services or deliverables. Upon certification by the Project Manager that the services or deliverables have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month.

c. Rates – The contractor agrees to perform billable work at the following rate(s) of per hour.

Service Category	Rate Per Hour
1 Speech Language Pathologist	_____
Physical Therapist	_____
PT/A	_____
Occupational Therapist	_____
COTA	_____
Social Worker	_____
Audiologist	_____
Board Certified Behavior Analyst	_____

- c. Compensation - The total compensation under this Agreement will be the rate per hour plus gross receipts taxes. **Travel time is not billable.**

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- d. Payment of Invoice - Payment shall be made monthly upon the receipt and acceptance of a detailed, certified Statement of Account. Payment will be made to the Contractor's designated mailing address.
- e. Payment of Taxes - The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes or local option taxes for services rendered. Such taxes must be itemized separately on the invoice.

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

- f. Invoices - Invoices shall be submitted to the Project Manager.

5. Term

This Agreement shall begin on date approved by the Pecos Valley Regional Education Cooperative and end on **June 30, 2022**. The procuring agency reserves the option of renewing the initial contract on an annual basis for three (3) additional years or any portion thereof. This Agreement including all extensions and renewals shall not exceed four calendar years in duration.

6. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE INS SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

7. Status of Contractor

The Contractor, and his agents and employees, are independent contractors performing professional services for the Procuring Agency and are not employees of the Pecos Valley Regional Education Cooperative. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Pecos Valley Regional Education Cooperative as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

8. Assignment

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

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the Project Manager.

10. Records of Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed

*Related Services for PVREC Member Districts:
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records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Procuring Agency, PVREC Coordinating Council, the State Auditor and appropriate federal authorities. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

11. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Procuring Agency, and its officers and employees all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the PVREC, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. Confidentiality

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

14. Product of Service: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the PVREC and shall be delivered to Procuring Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Project Manager at conclusion of the Agreement.

The source code to any custom-developed software under this Agreement shall become the property of the PVREC and shall be delivered to the Agency on media of the Agency's choice no later than the termination date of this Agreement.

15. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

16. Amendment

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

17. Approval of Contractor Personnel

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Once work has started, no changes of personnel will be made by the contractor without the prior written consent of the Project Manager. Replacement of any contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

18. Scope of Agreement

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

19. Notice

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

20. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws, and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

21. Indemnification

The Contractor shall hold the state and its agencies and employees harmless and shall indemnify the state and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Procuring Agency, its officers or employees.

22. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico.

23. Limitation of Liability

The Contractor's liability to the Procuring Agency for any cause whatsoever shall be limited to the purchase price paid to the Contractor for services that are the subject of the Procuring Agency's claim. The foregoing limitation does not apply to Paragraph 21 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

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24. Incorporation by Reference and Precedence

This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Proposals and Procuring Agency response to questions; and (2) the Contractor's response to the Request for Proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer: the Request for Proposals, including attachments thereto and written responses to questions and written clarifications and (5) the Contractors response to the Request for Proposals.

25. Warranties

The Contractor warrants that all services provided under this Agreement will be free from defects. The warranty period for services will be for a period of six (6) months after the acceptance of the deliverable. Warranty work will be performed at the Contractor's expense.

26. Project Reporting

The Contractor will provide periodic status reports to the Project Manager. Status reports will include as a minimum a discussion of project progress, problems encountered and recommended solutions, identification of policy or management questions, and requested project plan adjustments.

27. Workers' Compensation

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the PVREC, below.

Kelley Alsup, Executive Director, PVREC 8

(Insert Name), (Insert Title)
(Insert Contractor)

Date

Date

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

TAXATION AND REVENUE DEPARTMENT

ID NO.: (insert contractor CRS number)

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APPENDIX D

COST RESPONSE FORM

*Related Services for PVREC Member Districts:
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SUMMARY OF PROPOSED RATES

The Offeror listed below submits the following firm, fixed hourly rates to complete the requirements as outlined in this RFP for the State of New Mexico.

	SERVICE CLASSIFICATION	MONTHLY HOURLY RATE
1	_____	_____
2	_____	_____
3	_____	_____

Offeror
Name: _____

APPENDIX E

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

*Related Services for PVREC Member Districts:
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New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror 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, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree 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://www.insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

By signing below, Offeror agrees to be bound by the terms stated in this form:

Signature of Offeror: _____ Date _____

APPENDIX F
LETTER OF TRANSMITTAL FORM

*Related Services for PVREC Member Districts:
Dexter, Hagerman, Lake Arthur, Loving*

APPENDIX F
Letter of Transmittal Form

RFP#: _____

Offeror Name: _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

No sub-contractors 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, as 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 as required in Section II. C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

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

_____, 2014
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

Related Services for PVREC Member Districts:
Dexter, Hagerman, Lake Arthur, Loving

**APPENDIX G
RESIDENT VETERANS CERTIFICATION**

*Related Services for PVREC Member Districts:
Dexter, Hagerman, Lake Arthur, Loving*

Resident Veterans Preference Certification

_____ (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 Sections 13-1-21 or 13-1-22 NMSA 1978, 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.

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