



BERNALILLO PUBLIC SCHOOLS REQUEST FOR PROPOSALS

RFP #2022-061-008

RFP TITLE: Ancillary Services for Special Education

COMMODITY CODE (NIGP): 94815, 94864, 94868, 94876, 94886

RFP Schedule

Action	Date & Time
RFP Issued	3/2/22
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	3/24/22 @ 5:00 PM (local time)
RFP Due Date and Time	4/8/22 @ 2:00 PM (local time)
<i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp imprint from the BPS Procurement bid clock.</i>	
Evaluation of Proposals	4/11/22-4/13/22
Contract Negotiations	TBD

Procurement Contact Information

Name	Tarah Faraone-Arriola
Phone Number	505/404-5685
E-Mail	tarriola@bernalillops.org
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted to the Purchasing Specialist/CPO in writing. Offerors may contact ONLY the Purchasing Specialist/CPO regarding the terminology stated in the procurement documents.</i>	

RFP Submittal Location

Physical Address

Bernalillo Public Schools
Finance Department
Attention: Tarah Faraone-Arriola
560 S. Camino del Pueblo
Bernalillo, NM 87004

The outermost envelope of your proposal shall be clearly labeled with the following: Offerors' business name, RFP number, and opening date & time. Please note: if you put your sealed proposal inside of a FedEx, UPS, etc. envelope, all of this information must be clearly written on that outer envelope as well.

RFP Term

Bernalillo Public Schools reserves the right to enter into a one (1) year contract with the awarded Offeror(s) with the option to renew for three (3) additional years. Contract not to exceed four (4) years.

Table of Contents

<u>OFFEROR'S GENERAL INSTRUCTIONS</u>	<u>3</u>
<u>TERMS AND CONDITIONS</u>	<u>9</u>
<u>PROTESTS</u>	<u>16</u>
<u>SCOPE OF WORK</u>	<u>17</u>
<u>EVALUATION CRITERIA</u>	<u>22</u>
<u>SUBMITTAL REQUIREMENTS</u>	<u>23</u>
<u>LETTER OF SUBMITTAL FORM</u>	<u>26</u>
<u>COST FORM</u>	<u>27</u>
<u>CAMPAIGN CONTRIBUTION DISCLOSURE FORM</u>	<u>29</u>
<u>CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM</u>	<u>31</u>
<u>STATEMENT OF CONFIDENTIALITY</u>	<u>32</u>

OFFEROR'S GENERAL INSTRUCTIONS

1. **READ ALL DOCUMENTS.** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Qualifications.

The submission of a proposal constitutes a representation by the offeror that the offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in his proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set forth in this RFP.

Offerors should promptly notify the Purchasing Specialist/CPO of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP. Any response made by the District will be provided in writing to all Offerors by addendum, no verbal responses shall be authoritative.

Offerors may contact ONLY the Purchasing Specialist/CPO regarding the terminology stated in the procurement documents. Other BPS employees do not have the authority to respond on behalf of BPS. Offerors **MAY NOT** contact other district departments or employees. Any contact with a district department or employee may automatically result in a rejection of any proposal. Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the Purchasing Specialist/CPO will have no legal bearing on this RFP or the resulting contract(s).

All documents submitted in response to, or resulting from, this RFP shall become property of the District.

2. **ELECTRONIC RFP DOCUMENTS.** 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 BPS, the Offeror acknowledges that the version maintained by BPS shall govern.
3. **INTERNET ACCESS AND E-MAIL REQUIRED.** A large part of the communication regarding this procurement will be conducted via the school/district/PSFA website and by electronic mail (e-mail). Offeror must have internet access and a valid e-mail address to receive correspondence.
4. **LEGAL REVIEW.** The District requires that all Offerors agree to be bound by the specific and general requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Specialist/CPO.

In the event Offeror's forms or parts of forms are included as an attachment, Offeror agrees that, in the event of inconsistencies or contradictions, the terms and conditions of this solicitation document shall supersede and control over those contained in the Offeror's forms regardless of any statement to the contrary in an Offeror's form(s) or proposal. Notwithstanding the preceding sentence, the District reserves the right to consider the Offeror's additional terms and conditions and negotiate as necessary and applicable to the category of goods, services, or combination of goods and services offered by the Offeror in response to this RFP. Unless the District specifically agrees in an express written amendment of this solicitation, terms and condition on Offeror's forms shall be of no effect.

5. **FORMS AND ATTACHMENTS.** It is the responsibility of every offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the BPS Purchasing Website. Offerors should revisit the website (<https://www.bernalillo-schools.org/Page/4296>) prior to the due date and before submitting their proposal to Bernalillo Public Schools. All addendums must be acknowledged in the submitted proposal.

Offeror shall submit one (1) original proposal, three (3) identical copies and one (1) identical electronic copy. Electronic copy is not email; please provide a USB Drive loaded with your proposal. Fax and e-mail copies are not accepted.

No Addendum will be issued later than SEVEN (7) days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals.

6. **CORRECTIONS.** Corrections shall be initialed in ink by the person signing the proposal.

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 District personnel will not merge, collate, or assemble proposal materials.

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

The District reserves the right to add to or delete from the Scope of Work set forth in this RFP.

7. **PRICE IS ALL INCLUSIVE.** The proposal price shall be a delivered price. All materials shall be shipped F.O.B. Destination as specified in the RFP.

All costs incurred by an Offeror in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Offeror.

8. **BRAND NAMES.** Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an "equal" to scope of work/specifications, BPS is the sole interpreter of the scope of work/specifications and sole judge as to whether the "equal" proposed complies with the scope of work/specifications.

9. **RFP PRICING DURATION.** Responses, including proposal prices, will be considered firm for one-hundred twenty (120) days after the due date of the proposals or ninety (90) days from the due date for best and final offers, if the Offeror is invited or required to submit one.

10. **EXPLANATIONS, EXCEPTIONS.** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

The Purchasing Specialist/CPO, after review of the proposals may request clarifications on information submitted by any and all offerors in a written format, with a specified deadline for response. Such discussions shall not be initiated by the offeror(s).

The District reserves the right in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose non conformity is waived.

11. **PREFERENCES.** Proposals may be awarded preference in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business, Resident Veteran Business, Resident Contractors, and Resident Veteran Contractors. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If the Proposal is a Joint Venture, Offeror(s) shall state in their submitted proposal the percentage of work that will be performed by Resident/Veteran Business. Please Note: A Proposal cannot be awarded multiple preferences. Additionally, preferences are not applicable for federal fund purchases.

12. **TIMELY SUBMISSIONS.** Proposals must be submitted by the due date and time. Bernalillo Public Schools does not accept proposals electronically, by fax, or email. Proposals must be submitted as a hardcopy with original signatures.

BPS may in its sole discretion extend the time for the submission of proposals upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.

It is the offeror's responsibility to ensure the proposal arrives before the due date and time. Offerors are cautioned that "late is late". It is the responsibility of the Offerors to allow sufficient time for the hazards of traffic, weather, finding parking, locating the proper office, third party delivery, US Postal Service mail delivery, etc. Any and all proposals not received by the proposal submission due date and time shall be rejected. No late proposals will be accepted under any circumstances, not even if the delivery company is late. It is recommended to send your proposal early.

13. **RFP CANCELLATION OR REJECTION.** This RFP may be canceled at any time and any or all proposals may be rejected in whole or in part when it is in the best interest of Bernalillo Public Schools.

The District reserves the right to eliminate any Offeror who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

14. **RFP OPENING.** Submitted proposals shall not be publicly opened.

Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible Offerors who submitted responsive proposals with resulting agreements most advantageous and in the best interest of the District.

The District reserves the right to eliminate any Offeror who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

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

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

15. **NEGOTIATIONS.** The District reserves the right to discontinue negotiations with any selected Offeror.

The contents of the proposals shall not be disclosed during any negotiations that may occur. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this RFP. Awarded in this context means the final required District signature on the contract(s) resulting from the procurement has been obtained.

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

16. **MULTI-AWARD.** The District reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.

17. **AFTER AWARD.** It is mutually understood and agreed that the successful offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of BPS.

This procurement in no manner obligates Bernalillo Public Schools to the eventual rental, lease, purchase, etc. of any equipment, software, services, goods, etc. offered until a valid written contract is awarded and approved by the appropriate authorities.

After the final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Purchasing Specialist/CPO 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.

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. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, 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.

The District shall keep one each of all proposals submitted for the procurement file. Offerors may make arrangements with the District to pick up additional copies of the proposals within 7 calendar days of the notice of award. After 7 days, the additional proposals will be shredded and will not be returned to the offerors.

18. **DEFINITIONS.** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Agency” shall mean Bernalillo Public Schools (BPS)

“Award of Contract” shall mean formal approval by the Board of Education and a contract document has been signed by both parties.

“Contract” shall mean an agreement for the procurement of items of tangible personal property or services.

“Contractor” shall mean the successful bidder

“Determination” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Design Professional” shall mean architect or engineer.

“Desirable” the terms “may”, “can”, “should”, or “prefers” identify a desirable or discretionary item or factor.

“Evaluation Committee” shall mean a body of District employees or other representatives assigned to perform the evaluation of Offeror proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“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 Bidder’s bid.

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

“Owner” shall be Bernalillo Public Schools.

“Purchase Order” shall mean the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing contract.

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

“Responsible Offeror” shall mean a Bidder who submits a responsive bid 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 property described in the bid.

“Responsive Offer” shall mean a bid, which conforms in all material respects to the requirements set forth in the Bid.

TERMS AND CONDITIONS

1. **TERM:** BPS reserves to right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
2. **GOVERNING LAW:** 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.
3. **PROCUREMENT CODE:** This procurement will be conducted in accordance with the applicable provisions of the State of New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978 as amended.
4. **PUBLIC WORKS ACT:** Any contract or project resulting from this RFP shall comply with the applicable provisions NMSA Article 4 Public Works, including but not limited to Section 13-4-10 through 13-4-17 NMSA 1978 “Public Works Minimum Wage Act” and 13-4-18 NMSA 1978 “Construction Contract Performance and Payment Bonds.”
5. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, contractor has the responsibility of calling such violations to the attention of the BPS Procurement Specialist/CPO.
6. **MINIMUM AMOUNT:** Bernalillo Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for qualifications.
7. **PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award (anniversary month) and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.
8. **TAXES:** BPS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
9. **NON-APPROPRIATION:** The District’s obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
10. **PENALTIES:** 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.
11. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 1. The contractor may terminate this contract only if the Bernalillo Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance the District fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and the District.
 - B. Termination by the District
 1. For Cause
 - a. The occurrence of either one of the following events will justify termination for cause:
 - i. 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).
 - ii. Contractor’s violation in any substantial way of any provisions of this contract.

- b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) 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.
- c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of the District against the 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.

2. For Convenience

- a. Upon ten (10) days written notice to contractor, BPS may without cause and without prejudice to any other right or remedy of BPS, elect to terminate the contract.
- b. In such case, Contractor shall be paid (without duplication of any items):
 - i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
 - ii. 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.
- c. 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.

12. **INDEMNIFICATION:** The Offeror 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 Bernalillo Public 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 Offeror's operation shall be repaired and/or restored to their original condition at the Offeror's expense.

In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as possible but no later than two (2) days after it receives notice thereof, notify the legal counsel of the District and the Risk Management Division of the New Mexico General Services Department by certified mail.

13. **SUBCONTRACTORS:** Use of subcontractors **shall** be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contract 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 District awarding any resultant contract, before any subcontractor is used during the term of this agreement.

14. **APPROVAL OF CONTRACTED PERSONNEL:** BPS Shall retain the right to request the removal of any of the contractor's personnel at any time.

15. **WORK ENVIRONMENT:** Contractor agrees to work within the boundaries of Bernalillo Public Schools and with Head Start Centers within the boundaries of Bernalillo Public Schools as assigned by the Director of Special Education.

16. **INSURANCE (If Applicable):** The successful Offeror shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability insurance approved by BPS at the time of contract award. Bernalillo Public Schools shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$5,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

NOTE: Certificate holder shall be: Board of Education
Bernalillo Public Schools

Certificate of Insurance forwarded to: Bernalillo Public Schools
ATTN: Tarah Faraone-Arriola, CPO
560 S. Camino del Pueblo
Bernalillo, NM 87004

17. **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) declined 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.insurenwemexico.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, local public bodies if from a state price agreement) of \$250,000.

18. PAY EQUITY REPORTING REQUIREMENTS:

1. 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.
 2. For contracts that extend beyond one (1) calendar year, or 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.
 3. Should Offeror not meet the size requirement for reporting at contract award but subsequently grow such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) days of meeting or exceeding the size requirement.
 4. 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 subcontractors not meet the size requirements for reporting at contract award but subsequently grow such that they meet or exceed the size requirement for reporting, offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.
19. **AUDIT:** The District reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.
20. **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.
21. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by Bernalillo Public Schools.
22. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended.
23. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such Offeror and another person or firm that constitutes a conflict of interest that is averse to the District.

24. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, employees of BPS or any other confidential information provided to or developed by the contractor in performance of the contract resulting from this RFP. Vendor agrees to indemnify and hold harmless BPS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

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 procuring District's written permission.

25. **RIGHT TO PUBLISH:** Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the District, written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or District 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.

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

27. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).

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

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

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

31. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.

32. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time

33. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this RFP nor transfer any interest nor assign any claims for money due or to become due under this RFP without the written consent of BPS.

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 the District which may derive from this RFP. The District entering into a contractual agreement with a vendor will make payments to only the prime contract.

34. **PAYMENT:** Any invoice received and payment made shall be subject to District's terms and conditions (NET 30) unless specifically waived by District in a separate written document and not this RFP or any response.

35. **CONTRACT TERMS AND CONDITIONS:** In addition to the Terms and Conditions listed verbatim in this RFP, the Terms and Conditions contained in the AIA Standard Agreement (Parts A & B) are equally applicable to this solicitation and are incorporated herein by reference. A PDF version of the AIA Standard Agreement (Parts A & B).

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process as part of an Offeror's proposal), will be discussed only between the District and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

The District discourages exceptions from the contract terms and conditions as set forth in this RFP and AIA Standard Agreement (Parts A & B). Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Evaluation Committee or the Procurement Manager, 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/contract rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the AIA Standard Agreement (Parts A & B) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Evaluation Committee or Procurement Manager may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the AIA Standard Agreement (Parts A & B) are not acceptable to 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.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

PROTESTS

1. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Specialist/CPO in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 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 Purchasing Specialist/CPO of Bernalillo Public Schools – Bernalillo, NM via certified/tracked mail (UPS, FedEx, USPS, etc.). Faxed or e-mailed protests will not be accepted. Protests received after the deadline will not be accepted.
2. In the event of a timely protest under this section, the Purchasing Specialist/CPO and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Specialist/CPO makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).
3. The Purchasing Specialist/CPO or their designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a 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).
4. The Purchasing Specialist/CPO or their 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.
5. 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).

SCOPE OF WORK

OVERVIEW

The Bernalillo Public School Board of Education is requesting competitive sealed proposals for education related firms interested in providing ancillary speech language, audiology, occupational therapy, physical therapy, recreational therapies, behavioral health (board certified behavior analyst, social work, and psychological), nurse, vision/orientation & mobility specialist, and diagnostic services to eligible students

The school district provides special education and ancillary/related services to eligible students within an inclusive and/or resource room educational model depending on each individual student's need. Students with disabilities who are eligible for special education services are educated primarily in the general education classroom setting and may receive some services in a pull-out setting. Ancillary staff is expected to: (1) provide direct therapy services as deemed appropriate within the general education classroom setting and/or therapy setting individually or in a group as determined on their IEP, (2) provide consultative/indirect services to teachers, administrators, parents, and other service providers, (3) complete accurately, succinctly, and timely necessary paperwork (e.g., IEP evaluation reports and Medicaid billing forms and daily logs), and (3) work collaboratively with other personnel. Ancillary staff may travel from school to school within the district to provide such services as deemed necessary by the Director of Special Education and Wellness Services.

RFP SCHEDULE

The Purchasing Specialist/CPO will make every effort to adhere to the RFP Schedule as noted on front cover of this RFP. The schedule is subject to change by addendum. The evaluation committee *may* interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers. Finalists will be contacted to schedule interviews if required. If an interview is requested, evaluation scores will be re-scored to reflect written response and interview response.

SCOPE OF WORK

Bernalillo Public Schools seeks a firm or firms to perform SPEECH AND LANGUAGE SERVICES, AUDIOLOGY SERVICES, OCCUPATIONAL THERAPY, PHYSICAL THERAPY, RECREATIONAL THERAPY, SCHOOL PSYCHOLOGIST, CLINICAL PSYCHOLOGIST, SCHOOL SOCIAL WORKER, BOARD CERTIFIED BEHAVIOR ANALYST, NURSE, VISION/ORIENTATION & MOBILITY SPECIALIST, AND DIAGNOSTIC SERVICES for the school district.

1. Bernalillo Public Schools wishes to establish contracts with responsive and responsible contractors for ancillary services.
2. The successful Offeror must work directly with the Director of Special Education of the Bernalillo Public School District.
3. This contract will require:
 - A. Providers must possess the following:
 1. Proof of independent contractor status:
 2. Personnel directly involved in providing services are appropriately endorsed/licenses by the Public Education Department under the Public School Code, Section 22-13-8, NMSA 1978.
 3. Providers must submit copies of licensure with their proposal.

4. Providers must be certified in accordance with Medicaid regulations and will complete ALL necessary documentation upon request by the Director of Special Education. Please provide NPI number for each staff member.

Successful bidders will participate in district requirements regarding fingerprints and background checks at the offeror bidder expense.

1. Services and Duties of the Provider:

- A. Provide evaluations/re-evaluations for those students referred in accordance with IDEA and New Mexico Special Education Regulations including the use of the TEAM and provide appropriate written reports which include student background information, tests administered, results/findings, eligibility recommendations and identified strengths and weaknesses.
- B. Attend Multi-Disciplinary meetings and participate in Individual Education Plan (IEP) Team meetings for those students evaluated by the offeror staff member.
- C. Consult with Student Assistance Team (SAT) members when needed.
- D. Provide appropriate ancillary services as prescribed in the IEP on those students found to be eligible and in need of services as determined by the team.
- E. Develop and implement goals and objectives for IEP and enter data into district web-based IEP program in accordance with department procedures.

2. Scope of Services:

- A. 7.0 hour work day to exclude compensation for 30 minute lunch break.
 - i. Typical work day during the school year is from 8:00 am – 3:30 pm excluding 30 minute lunch. Breakdown per ancillary FTE=1.0 as determined by needs of the district for academic year is as follows:
 - Not to work during professional development days
 - Not to work during parent/teacher conference days
 - Not to work during culture or other holidays
 - Not to exceed 1,500 hours, which may include Extended School Year (ESY)
- B. Determine and follow district purchasing procedures for materials, supplies, and equipment necessary to meet Goals and Objectives as stated on each student's IEP.
- C. Submit to the District all data required by the District to complete all Student Teacher Accountability Reporting System (STARS) data reports for the: 20 day report, SDE 810 personnel reports, 40th, 80th, 120th, end of year student counts and Medicaid documentation.
- D. Complete trainings required of all staff (e.g., bloodborne pathogens, Title 9, etc.).
- E. Invoices shall be submitted to the Department of Special Education ~~Office~~. Invoices must be received on or before the 5th day of the month (once a month) OR on dates that the Director of Special Education has approved if more than one payment per month is requested by the

contractor. **Invoices must include daily task logs detailing daily hours and daily duties unless they are documented in the Medicaid claiming system (e.g., MaxCapture).**

- F. Communicate closely with the Director of Special Education or their designee and perform other duties not specified in this scope of service if needed.

EVALUATION CRITERIA

EVALUATION CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue. **Note: FAILURE** to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

*****The Offeror should contact Purchasing Specialist/CPO for clarification of evaluation criteria or terminology*****

	Possible Points	Points This RFP
Experience - Prior professional experiences in providing this service in predominately Hispanic and Native American communities as either an individual or as a firm. See Reference Requirement.	40	
Reliability - Document that the Provider has provided these kinds of services in the past, can be reasonably expected to reliably provide them in the future, and has demonstrated competence, creditability, and responsiveness in meeting the needs of school districts in New Mexico	30	
Availability - Document that the Provider is available to perform duties as outlined by this RFP.	10	
Hourly Rate - Rate shall be quoted delineating all associated costs for services to be delivered.	10	
References – Provide 3 letters of reference. DO NOT include references from Bernalillo Public Schools staff.	10	
Total Points	100	
Interviews (if held)	50	
New Mexico Resident Business Preference: Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	5	
Veteran New Mexico Resident Business Preference: Ten percent of the total possible points to a resident veteran business. To qualify an Offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department. <ul style="list-style-type: none"> 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue. 	10	
Total Possible Awarded Points	100-160	

Note: FAILURE to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

SUBMITTAL REQUIREMENTS

(For ease of evaluation, Proposals should be formatted in the order as listed below)

The Offeror is particularly encouraged to address all points that will be evaluated as described herein in each point of the evaluation criteria. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive.

Proposal Format

Proposals shall be submitted in a three-ring binder. Page format shall be 8-1/2" x 11" with foldout sheets (if any) allowed up to 11" x 17" in size. Foldout pages shall be counted as two pages **and shall be numbered as such**. Text will be no smaller than 11 point.

Proposals shall not exceed 20 pages total for all of the tabbed sections listed below. Each sheet face that is printed with text or graphics counts as one page. Tab Dividers do not count as pages provided the only text or graphics on the dividers are the tab numbers and section titles. Required forms under the Compliance section of this RFP do not count towards the 20 page limit.

Any response that exceeds the referenced page limitation shall be deemed non-responsive. If there are any questions regarding format requirements, please contact the Purchasing Specialist/CPO prior to submission of Documents.

Tabs/Evaluation Categories: All sections shall be separated by tabs that correspond to the Submission Requirements and Evaluation Categories as shown below. Pages within each Tab shall be numbered consecutively.

Electronic copies should be identical to the printed copies and provided on a USB drive. E-mailed proposals will not be accepted. If there is a discrepancy between the electronic and printed proposal, the original printed proposal takes precedence.

Proposal Contents – *Submit 1 Original, 3 Identical Copies & 1 Identical Electronic Copy:*

BEFORE ALL TABS - LETTER OF SUBMITTAL

Each proposal must be accompanied by a submittal letter. (See form on page 26.)

TAB 1 – EXPERIENCE

Please provide your company's name and description of its operation and its capabilities as a potential contractor to Bernalillo Public Schools. Specifically address management's commitment to such a contract. Describe your company's operation in working with similar entities, specifically work in schools with predominately Hispanic and Native American communities.

Provide Annual Reports or financial statements certified by a licensed public accountant for the past year. Confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

TAB 2 – RELIABILITY, AVAILABILITY, HOURLY RATE

Detail staff that will be assigned to this contract and establish level of expertise for each. Offeror must include a copy of staff member(s) resume, copy of current licensure, and NPI# for each staff.

Include the Cost Form on page 27.

TAB 3 – REFERENCES

Provide at least three (3) current letters of references on local accounts for which you provide ancillary services. **Said references cannot be Bernalillo Public School District.**

TAB 4 – COMPLIANCE (not counted towards page limit)

CERTIFICATE OF INSURANCE (IF APPLICABLE):

Offeror shall provide a Certificate of Insurance that meets the requirements listed.

RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE CERTIFICATE:

It will be the sole responsibility of any Offeror claiming a Resident Contractor Preference or Veteran Resident Contractor Preference to apply to the State of New Mexico Department of Taxation and Revenue for the proper certification and to receive approval, a certification number, and a certificate prior to the date and time for receipt of Proposals. Requests for qualification as a Resident Contractor or a Veteran Resident Contractor after receipt of Proposals will not be considered.

To receive a resident business preference, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Taxation and Revenue Department.

When a public body awards a contract using a formal request for proposals process, a resident contractor shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident contractor possessing a valid resident contractor certificate.

To receive a veteran resident contractor preference, a contractor shall submit with its bid or proposal a copy of a valid veteran resident contractor certificate issued by the NM Taxation and Revenue Department.

The preferences do not apply when the expenditure includes federal funds for a specific purchase.

If there is a joint bid or joint proposal by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM:

The blank form is included in this RFP. Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM:

Each Offeror shall complete this form which is provided in the RFP and include it in their proposal.

SUBSTITUTE W-9 FORM:

Each Offeror shall complete and provide a Substitute W-9 Form.

STATEMENT OF CONFIDENTIALITY:

Each Offeror shall complete this form which is provided in the RFP and include it in their proposal.

Offeror must be licensed or incorporated to do business in the State of New Mexico. Offeror must provide a copy of license at the time of proposal submittal.

NON-CONCLUSION AFFIDAVIT:

The blank form is included in this RFP.

ATTACHMENTS

All of the following forms must be submitted with your proposal or it may be rejected.

LETTER OF SUBMITTAL FORM

Submit with your proposal

Items one (1) to four (4) each **MUST** have a response, failure to respond to all four items **WILL** result in the disqualification of your proposal.

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

Name:
Address:
City, State, Zip:
NM CRS #
% of work completed by resident/veteran business:

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

- On behalf of the submitting organization named in item one (1) above, I accept the Terms and Conditions Governing the Procurement.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.



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

COST FORM

SUMMARY OF PROPOSED RATES OFFEROR MUST SUBMIT THIS FORM

The Offeror listed below submits the following firm, fixed hourly rates to complete the requirements as outlined in this RFP for the Bernalillo Public School District.

CLASSIFICATION	MAXIMUM HOURLY RATE
1. _____	_____
2. _____	_____
3. _____	_____

INCLUDE NEW MEXICO GROSS RECEIPT TAX WITHIN THE MAXIMUM HOURLY RATE

OTHER: (Please Specify) _____

Mileage: _____

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP CODE: _____

SIGNATURE: _____ **DATE:** _____

COMPLIANCE

(REQUIRED LEGAL FORMS)

*All of the following forms must be **signed** and submitted with your proposal or it may be rejected.*

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 federal, 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.

“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) _____

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)

Offeror Business Name



CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Bernalillo Public Schools in response to the above referenced bids/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 Bernalillo Public Schools (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 Bernalillo Public 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 name(s) of any Bernalillo Public 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 Bernalillo Public School's Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of 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: _____ Date _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____ Email: _____



**BERNALILLO PUBLIC SCHOOLS
TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY**

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Bernalillo Public Schools (BPS) and forever thereafter, to keep confidential all information and material provided by BPS 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 Attachments of this RFP, and relating to any client, vendor, or other party transacting business with BPS, and not to release, use or disclose the same except with the prior written permission of BPS. This obligation shall survive the termination or cancellation of the Contract between Contractor and BPS 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 BPS, a client or customer of BPS, or to the owner of such information, inadequately compensable in damages and that, accordingly, BPS 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

Offeror Business Name

Date

NON-COLLUSION AFFIDAVIT

In acknowledgement of receipt of the Request for Proposals, the undersigned agrees that he/she has received a complete copy of this Request for Proposal. The Undersigned further agrees that he/she has read this Request for Proposal and agrees to all specifications, general requirements, and terms and conditions of said Request. This form must be signed and returned with the response to Request for Proposal. Non-compliance will cause said proposal response to be declared non-responsive.

The undersigned duty authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing proposal, (such persons, firms and corporation hereinafter referred to as the Offeror) being duly sworn, on his/her oath, state that to the best of his/her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing proposal, has directly or indirectly entered into any agreement or arrangement with any other employee thereof, or any person, firm or corporation under contract with BPS whereby the Offeror, in order to induce the acceptance of the forgoing proposal by BPS, has paid or is to pay to any other Offeror or to any of the aforementioned persons anything of value, whatever, and that the Offeror or has directly or indirectly entered into any arrangement or agreement with any other Offeror or Offerors which tends to or does lesson or destroy free competition in the letting of the award sought for by the foregoing proposal.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NUMBER: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

SIGNATURE: _____ **DATE:** _____