



Aztec Municipal School District
Procurement Office
1118 W Aztec Blvd
Aztec, New Mexico 87410

REQUEST FOR PROPOSAL

EDUCATIONAL DIAGNOSTICIAN Price Agreement

Commodity Code: 94876, 94886

RFP 2024-01 EDUCATIONAL DIAGNOSTICIAN

AMSD Website: www.aztecschools.com

Mailing Address:	Physical Address:	Contact:
1118 W Aztec Blvd Aztec NM 87410	1118 W Aztec Blvd Aztec NM 87410	Paula Albers Chief Procurement Officer (505) 599-4309 (505) 334-9861 Fax adalbepa@aztecschools.com

Issue Date: July 3, 2023

Bid Due Date: July 27, 2023

Time Due: 3:30 PM (MST)

LEGAL NOTICE

REQUEST FOR PROPOSALS

Public notice is hereby given that the AZTEC MUNICIPAL SCHOOL DISTRICT, AZTEC NEW MEXICO, desires to procure the following:

EDUCATIONAL DIAGNOSTICIAN

Price Agreement

RFP 2024-01

Details and specifications are set forth in the solicitation documents, copies of which may be obtained from the Procurement Office 1118 W Aztec Blvd, Aztec, New Mexico 87410 (proposal receiving site) or www.aztecschools.com

Sealed proposals for such will be received at the Procurement Office until 3:30 PM (MST) on **July 27, 2023**. Envelopes are to be sealed and plainly marked 2024-01 RFP ED DIAG. No FAXED PROPOSALS or ELECTRONIC proposal submissions, nor proposals submitted after the specified date and time will be considered and will be returned. The Aztec Municipal School District Procurement Committee reserves the right to accept or reject any or all proposals and to waive any formalities on minor inconsistencies.

Dated the 3rd of July, 2023

By: /S/ Paula Albers, Chief Procurement Officer
Aztec Municipal School District

BID ISSUE DATE: July 3, 2023

PUBLICATION DATES: July 3, 2023 – July 7, 2023

PURPOSE OF THIS REQUEST FOR PROPOSALS

Aztec Municipal School District (AMSD) is requesting a proposal for ED DIAG Services. All potential offerors should familiarize themselves with all the documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Proposers should promptly notify the Chief Procurement Officer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.

SCOPE OF PROCUREMENT

Aztec Municipal Schools desires to establish professional service agreement with an agency for qualified ED DIAG services to perform the Scope of Work as specified in the proposal.

The proposal period is for the 2023-2024 fiscal year, with the option to renew for three (3) additional one (1) year contracts provided funds are available, and the district deems service satisfactory and the negotiated terms are acceptable to both parties. The contract period with service dates is as per school calendar and not to exceed 180 student contact days. The work week is 7.5 hours per day x 5 days which equals 37.5 hours. Maximum contracted hours are 180 student contact calendar days x 7.5 hours equals 1350 hours. Two administrative training days may be added to the beginning of the contracted time at the discretion of the Director of Exceptional Programs.

PROCUREMENT MANAGER

The Aztec Municipal School District has designated a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address and telephone number is listed below.

Paula Albers, Chief Procurement Officer
Aztec Municipal Schools
1118 W. Aztec Blvd
Aztec, NM 87410
(505) 599-4309
Fax (505) 334-9861
adalbepa@aztecschools.com

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact ONLY the Chief Procurement Officer regarding this solicitation. Other District employees or Evaluation Committee members do not have the authority to respond on behalf of the District.

Any contact with a District department or employee may automatically results in rejection of any proposal. Any other communication will be considered unofficial and non-binding. Any response made by the District will be provided in writing to all Offerors by addendum, no verbal responses shall be authoritative.

In the event that Ms. Albers is unavailable, Duwana Valdez will take over responsibility for the procurement. She may be contacted at the following:

Duwana Valdez, Chief Procurement Officer
Aztec Municipal Schools
1118 W. Aztec Blvd
Aztec, NM 87410
505-334-9474 x 1016
advalddu@aztecschools.com

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

Any and all Proposals not received by the Proposal submission date and time shall be rejected. No late proposals will be accepted under any circumstances, not even if Delivery Company or Delivery Service is late. It is recommended to send your proposal early.

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

No Addendum will be issued later than five (5) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal, or one which includes postponement of the due date for receipt of Proposals.

All costs incurred by a Proposer 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 Proposer.

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

Proposers will be allowed to withdraw their proposal at any time prior to the deadline for receipt of proposals. The Proposer must submit a signed written withdrawal request to the Chief Procurement Officer to withdraw their offer. The approval or denial of withdrawal request received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

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

“Agency” shall mean Aztec Municipal School District (AMSD).

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

“Contractor” shall mean successful Offeror.

“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.

“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 Request for Bid 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 Offeror’s proposal or bid.

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

“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 an Offeror 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 personal property described in the bid.

“Responsive Offer” shall mean an offer, which conforms in all material respects to the requirements set forth in the request for proposal.

This request for proposal may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Aztec Municipal School District.

The District reserves the right, in its sole discretion, to waive minor informalities in offers 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 nonconformity is waived.

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 proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the District.

This procurement in no manner obligates Aztec Municipal School District until a valid signed contract or valid Purchase Order is executed.

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

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

The District reserves the right to discontinue negotiations with any selected Proposer.

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, AMSD reserves the right to refuse any or all proposals and 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.

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

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

RFP SCHEDULE

The Chief Procurement Officer will make every effort to adhere to the RFP Sequence of Events as noted on page 12. The schedule is subject to change by addendum. The evaluation committee **may** interview the Proposer(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.

OVERVIEW

Aztec Municipal School District is located in the “Four Corners area” in the northwest corner of New Mexico, a rural community just south of the Colorado border. Aztec Municipal School District serves students in pre-school through grade twelve. Enrollment, as of December of 2022, averages at 2560 students. The District is comprised of three elementary schools, one middle school and two high schools and employs over 400 members of the community and surrounding areas.

SCOPE OF SERVICES

- A. Direct therapy(ies) as specified by student’s Individualized Educations Plan (IEP)
 - 1. Schedule and frequency of services will be arranged by Contractor consistent with IEP's and school district calendars
- B. Educational evaluations as specified by Local Education Agency’s (LEA) administration following requests by Student Assistance Teams or specified by Developmental Services Program
- C. Consultation/training as specified by school district
- D. Participation in evaluation/diagnosis as requested by appropriate administrative staff of school districts and will include:
 - 1. Instrument administration/interpretation
 - 2. Comprehensive written report including evaluation/diagnosis summary, interpretation, parent input, collaboration with other service providers, and recommendations
 - 3. All evaluations/diagnosis will be in compliance with Standards of Excellence for NM Schools and local district policy.
 - 4. Evaluation/Diagnosis for an Early Childhood will be in compliance with DOH Policy and Procedures
- E. Collaboration/coordination of all personnel providing services to those children determined in need of services by IEP committee and/or Student Assistance Team
- F. Conferencing with staff and parents of students receiving services
- G. Participation in students’ IEP committee meetings
- H. Other services deemed necessary by IEP committee or appropriate administrative staff of LEA
- I. Contractor will determine appropriate manner of providing such services so long as

services are performed in accordance with the professional and ethical standards of the profession, are consistent with state and federal regulations, and meet the scheduling constraints of the participating school districts or agency

- J. Contractor will need to provide their own testing materials/equipment and evaluation materials/equipment. Amber Currier, Director of Exceptional Programs, will determine which materials/equipment are required.

TERMS AND CONDITIONS

1. TERM: AMSD reserves to right to procure the services/goods as described in this RFP and enter into a contract as described. This agreement shall be for one (1) year with an option for yearly renewal not to exceed three (3) years.
2. 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.
3. PROCUREMENT CODE: 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.
4. TERMINATION: Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 1. The contractor may terminate this contract only if Aztec Municipal 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 District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

a. Upon ten (10) days written notice to contractor, AMSD may without cause and without prejudice to any other right or remedy of AMSD, 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.

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

6. INSURANCE (If Applicable): The successful proposer shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability insurance approved by AMSD at the time of contract award. Aztec Municipal School District shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at a minimum the coverage outlined in ATTACHMENT 1.

7. CONFLICT OF INTEREST: Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this proposal. In submitting this proposal, the offeror certifies that

he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal.

8. HARASSMENT POLICY: All firms, their employees and agents, agree to comply with the Aztec Municipal School District policy for Prohibition of Harassment, Discrimination, or Violence based on Race, Religion, Sex, Disability, or Age.

9. NEGOTIATIONS: Proposals will not be opened publicly but shall be opened in the presence of two or more District employees. The District is under no obligation to conduct negotiations with any or all offerors. The District reserves the right to award the contract based solely on the written proposals. Should the District access its right to the negotiation process, the contents of any proposal shall not be disclosed so as to be available to competing offerors (13-1-116, NMSA, 1978).

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

After 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 Procurement Department will not disclose or make public any pages of an offer 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 offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. 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 Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

10. GROSS RECEIPTS TAX: Gross receipts taxes are to be included as a separate line on the proposal form. Gross receipts tax, when applicable, should be charged at time of invoicing. The District will pay for any taxes due on the Proposal and will pay any increases in applicable taxes that become effective after the date the contract is entered into. Taxes shall be shown as a separate amount on each invoice.

11. NM Resident Bidder's Certificate: Pursuant to §13-1-21 and §13-1-22, Bidders/Offerors SHALL submit a valid copy of their Resident Preference Certificate with their bid or proposal in order for preference to be applied for the solicitation.

- a. The Resident Preference is to be defined as Resident Business, Resident Contractor or Resident Veteran.
- b. Effective January 1, 2012 Resident Preference Certificates are issued by the New Mexico Taxation and Revenue Department. Resident Preference Certificates issued by the State Purchasing Division (Agent) are **NOT VALID** pursuant to the statute.
- c. The "Resident Veterans Preference Affidavit" enclosed with this solicitation (APPENDIX G) is to be completed and returned **ONLY** if the Bidder/Offeror currently hold a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department.
- d. Preferences are NOT cumulative. Bidders will only be entitled to ONE preference.
- e. Please contact the New Mexico Taxation and Revenue Department or visit their website at www.tax.newmexico.gov for information and applications for Resident Preferences.

12. AWARD OF PROPOSAL: The proposal will be awarded based on the evaluation criteria set forth herein. The proposal will be awarded to the offeror that, in the opinion of the District, satisfactorily meets the specifications herein called for and is most advantageous to the Aztec Municipal School District. When prompt payment discounts or other discounts are offered, it shall be computed to determine low proposal. In cases of errors in extending price, the unit price shall prevail as the proposal price and accepted or rejected on that basis. No bonus or premiums will be accepted or considered in awarding proposals (13-1-191, New Mexico Statutes Annotated, 1978). Award of the proposal is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this proposal.

13. PROTEST DEADLINE: Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA, 1978 and applicable procurement regulations. The fifteen (15) calendar day protest period for responsive offeror shall begin on the day following the contract award. Protests must be in writing and must include the name and address of the protestor and the proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protest must be delivered to the Chief Procurement Officer:

Aztec Municipal Schools
Attn: Paula Albers
1118 West Aztec Blvd.
Aztec, NM 87410

Protests received after the deadline will not be accepted.

SEQUENCE OF EVENTS

ACTION	RESPONSIBILITY	DATE
Issue RFP/Advertise	District	07/03/2023
Legal Notice and Publication	District	07/03/2023- 07/07/2023
Deadline to Submit Acknowledgement of Receipt	Potential Offerors	07/13/2023
Deadline to Submit Written Questions	Potential Offerors	07/18/2023
Response to Written Questions	District	07/20/2023
Submission of Proposal by 3:30 PM *	Potential Offerors	07/27/2023
Proposal Evaluation	Evaluation Committee	08/01/2023
Selection of Finalist	District & Offeror	08/01/2023
Board Approval	District	08/10/2023
Award Contract	District	08/11/2023
Protest of Award Deadline	Offeror(s)	08/28/2023

***All times noted are MST Local Time**

RESPONSE FORMAT AND ORGANIZATION

1. NUMBER OF RESPONSES

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

2. NUMBER OF COPIES

Hard Copy Responses

Offeror's proposals must be clearly labeled and numbered and indexed as outlined under Proposal Content and Organization. Each ORIGINAL binder (Technical and Cost) shall be clearly marked as "ORIGINAL" on the front of the binder. The additional HARD COPIES (if any) must each be submitted in separate binders, and must be clearly identified as "COPY" on the front cover.

Technical and Cost portions of Offerors proposal must be submitted in separate binders as indicated below in this section, and must be prominently identified as "Technical Binder," or "Cost Binder," on each front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package or box. It is not necessary to segregate Technical Binders from Cost Binders, if they are submitted within the same sealed envelope, package or box, as long as the Technical Binders and Cost Binders are

each submitted in separate binders.

Offerors must deliver:

a) Technical Proposals – One (1) ORIGINAL, three (3) HARD COPIES, and one (1) ELECTRONIC copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and all HARD COPIES of the Technical Proposal shall be in separate labeled binders. The electronic copy MUST be submitted as a USB and CANNOT be emailed. The Technical Proposals SHALL NOT contain any cost information.

b) Cost Proposals – One (1) ORIGINAL and one (1) ELECTRONIC copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and all HARD COPIES of the Cost Proposal shall be in separate labeled binders from the Technical Proposals. The electronic copy MUST be submitted as a USB and CANNOT be emailed.

The ORIGINAL, HARD COPIES and ELECTRONIC copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

3. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder 1) – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

A. Table of Contents

B. Letter of Interest

C. Signed Acknowledgement of Receipt Form

C. Signed Letter of Transmittal

D. Signed Campaign Contribution Form

E. Proposal Summary (Optional)

F. Response to Agency Terms and Conditions

G. Offeror's Additional Terms and Conditions

H. Response to Qualifications (except Cost information which shall be included ONLY in Cost Proposal/Binder 2)

a. Experience and References

b. Service Capability

c. Approach/Methodology

d. Mandatory Specifications

f. Signed Conflict of Interest and Debarment/Suspension Certification Form

- g. Signed Non-Collusion Affidavit Form
- h. Copy of Proof of Insurance/ Required Licenses
- i. Other Supporting Material (if applicable)

Cost Proposal (Binder 2):

- A. Completed Cost Response Form
- B. Certificate of Liability
- C. Vendor Information Form and W-9

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. Any and all discussion of proposed costs, rates or expenses must occur ONLY in Binder 2.

A Proposal Summary may be included in Offeror's Technical Proposal (Binder 1), to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.

EVALUATION

Aztec Municipal School District is requesting proposals to provide special education related service in the field of:

Educational Diagnostician

The District will have the option at the end of each contract year to extend the contract agreement for each additional year but not to exceed the proposal school calendar. At the end of each contract year, the district will notify the contractor for possible negotiations or will notify if they will issue a new request for proposals. If they should renew the contract agreement for an additional year, they will issue a new purchase order each start of proposed calendar. The same procedure will follow for each renewal year.

Selection of such individual(s) and/or agency to perform requested services will be based on the criteria listed below. A written proposal should address qualifications, experience, and fees for provision of services as outlined under paragraph IV below.

1. QUALIFICATIONS

- A. **Personnel**-Provide curriculum via resume or information regarding qualification of individual(s) proposed to fulfill the requested services. Please include any continuing education or measures taken to improve qualification of personnel.
- B. **Experience**-Provide a summary of the firm's/individual experience on similar types of assignments. List previous clients, experience and philosophy as it relates to working

with children and/or as it relates to working with children with disabilities. Please identify all experience working in the Aztec Municipal School District. Please provide three professional references, especially other local school districts and governmental agencies. The list must include the organization name, address, telephone number, and individual to contact.

2. **LICENSURE**-Provide copies of state licensure and/or licensure from the State of New Mexico Department of Public Education with an endorsement. Licensure must be kept current and the District shall receive copies of all renewals.

3. **COMPENSATION**

Proposals must be submitted on the basis of hourly rates. The term of service is not to exceed 180 student contact days, with up to two (2) administrative training days as determined by the Director of Exceptional Programs.

- A. Fees exclusive of all taxes.
- B. All fees must be itemized and the contractor must invoice the district monthly.

4. **SEALED PROPOSALS**

All proposals shall be sealed, written proposal submitted to the Business Office of the Aztec Municipal School District, 1118 West Aztec Boulevard, Aztec, New Mexico 87410, no later than 3:30 PM MST on July 27, 2023.

5. **PROPOSAL REQUIREMENTS**

1. All questions regarding this Request for Proposal (RFP) **must be directed in writing** to the buyer as indicated in this document.
2. A signed letter of interest, stating the firm or individual's interest and qualifications in providing these services; a brief history of the firm; the names and resumes of principals of the firm; and key individuals who will be assigned to work with the District in assigning personnel; details of any technical training, or specialized education; professional organizations in which the firm is active; publications or other media to which the firm has contributed and any other accomplishments pertinent to the District's needs.
3. Resources of the firm/individual (i.e. number of partners, owners, associates, clerical staff, etc.).
4. A summary of professional or staff training education programs of the firm.
5. Pricing listed on the Proposal Cost Form for the first year is to be firm. Price change requests for subsequent years will be subject to negotiation at the time of renewal, require approval by the District, and may result in non-renewal of the contract.

6. The form of contract for any award made as a result of this proposal will be a District purchase order (issued annually), referencing this RFP, which shall be considered a part of the contract. The amount will be based upon the fees shown in the proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposal contract must be included with the proposal.

6. SELECTION PROCESS

After receipt of proposal, all proposals will be reviewed by an evaluation committee and points awarded based on the qualifications listed below.

A. Evaluation of the above criteria will be made on the following basis:

1. Experience and Reliability of the Firm	40 points
2. Expertise and Reliability of the Firm's Key Personnel	40 points
3. Cost Proposal	10 points
4. Evaluation of References	<u>10 points</u>
Sub-Total Points	100 points
5. Resident Preference (attach certificate)	<u>5 points</u>
Total Points	105 points

APPENDIX A
REQUEST FOR PROPOSALS
ACKNOWLEDGEMENT OF RECEIPT FORM

Educational Diagnostician
RFP 2024-01

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy (28 pages), beginning with the Cover Sheet and ending with Attachment 3.

The acknowledgement of receipt form should be signed and returned to the Chief Procurement Officer no later than close of business on July 13, 2023; however, Acknowledge of Receipt forms may be accepted after that date but must be received prior to award. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive information regarding all offeror's written questions and the Agency's written responses to those questions, as well as RFP amendments if any are issued. Written responses to written questions and any RFP amendment(s) will be posted on the Aztec Municipal School District website. Please visit <http://www.aztecschools.com/bidsandrfps> to download the most current amendment(s). It is the responsibility of every Offeror to ensure they have downloaded the latest version of each solicitation, including any amendment(s) which may have been issued, by revisiting this website prior to the due date before submitting their response to the Aztec Municipal School District. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED MAY BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Paula Albers, CPO
Aztec Municipal School District
1118 West Aztec Boulevard
Aztec, NM 87410
Phone number (505) 334-9474 ext. 1012 / Fax number (505) 334-9861
E-mail: adalbepa@aztecschools.com

APPENDIX B

LETTER OF TRANSMITTAL FORM

ACKNOWLEDGEMENT: By responding to this RFP, the undersigned Offeror (1) acknowledges that he or she agrees to the terms and conditions set forth in this RFP; (2) certifies that the Offeror has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the District; and (3) agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed as the price indicated.

Name of Firm: _____

Address 1: _____

Address 2: _____

Telephone No: _____

Email: _____

Signature of Authorized Representative: _____

Type or legibly print name of above: _____

Contractor's License# (if applicable): _____

Resident Preference # (if applicable): _____

Contact information for Sales Department (please print legibly):

Name of Contact: _____

Telephone No.: _____

Email Address: _____

Contact information for POs/Invoicing/Etc. (please print legibly):

Name of Contact: _____

Telephone No.: _____

Email Address: _____

Contact information for Product or Deliver Problems. (please print legibly):

Name of Contact: _____

Telephone No.: _____

Email Address: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting organization named above, I accept the Terms and Conditions Governing the Procurement.
- I concur 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

Date

APPENDIX C

COST RESPONSE FORM

Educational Diagnostician RFP 2024-01

The Offeror listed below submits the following hourly rate, not including New Mexico Gross Receipts Tax, to complete the requirements as outlined in this RFP for Aztec Municipal School District.

Name of Offeror: _____

Educational Diagnostician \$_____ per hour

APPENDIX D

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Educational Diagnostician RFP 2024-01

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. 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.

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 may 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 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.

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

“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 Contributions: _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

Signature

Date

-OR-

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

Signature

Date

Title (Position)

APPENDIX E

AZTEC MUNICIPAL SCHOOL DISTRICT CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

Educational Diagnostician RFP 2024-01

CONFLICT OF INTEREST

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or Regent of Aztec Municipal School District (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Aztec Municipal School District employee, Regent 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 Aztec Municipal School District employee, Regent 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 Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to Aztec Municipal School District Business Office in the event of being suspended, debarred or declared ineligible by any department or federal agency, 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: _____

Title: _____ Date: _____

Name Typed: _____

Company Name: _____

Address: _____

City/State/Zip: _____

APPENDIX F

NON-COLLUSION AFFIDAVIT FORM

Company Name: _____

Address: _____

City, State, Zip Code: _____

I, _____, of the _____ in the
Name City

County of _____, State of _____

am of full age, being dully sworn according to law on my oath depose and
say that:

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for goods, services or public work specified under
the attached proposal, and that I executed the said proposal with full authority in any
collusion or otherwise taken any action in restraint of free competition in connection
with the above proposal, and that all statements contained in said proposal and in
this affidavit are true and correct, and made with full knowledge that

_____(Company Name) relies upon the
truth of the statements contained in said proposal and in the statements contained in
this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to
solicit or secure such contract upon agreement or understating for a commission,
percentage, brokerage or contingent fee, except bona fide employees or bon fide
established commercial or selling agencies maintained by:

Company Name

Authorized Signature, Title, and Date

APPENDIX G

Resident Veterans Preference Certification

Educational Diagnostician RFP 2024-01

_____(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veteran's preference to this procurement:

Please check one box only

☐ Not Applicable. I declare under penalty of perjury that I am not a Veteran. 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 less than \$1M allowing me the 10% preference discount 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 discount on this proposal. 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 discount on this proposal. 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 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 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 the statement is true to the best of my knowledge. I understand that by 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 un-award of the procurement involved if the statements are proven to be incorrect.

APPENDIX H

SUBMITTAL CHECK-OFF LIST

Educational Diagnostician RFP 2024-01

1.	Response to Qualifications	
2.	Acknowledgement of Receipt Form (Appendix A) (Can be faxed or emailed)	
3.	Letter of Transmittal Form (Appendix B)	
4.	Cost Response Form (Appendix C)	
5.	Campaign Contribution Disclosure Form (Appendix D)	
6.	Conflict of Interest and Debarment Form (Appendix E)	
7.	Non-Collusion Affidavit Form (Appendix F)	
8.	Resident Veterans Preference Certification & Certificate (Appendix G)	
9.	Submittal Check-off List (Appendix H)	
10.	Copy(ies) of New Mexico Public Education Department Licensure(s)	
11.	Proof of Liability Insurance and Professional Liability Insurance. Requirements listed in Attachment 1	
12.	Request for Taxpayer Identification Number and Certification (W-9) (Attachment-2) http://www.irs.gov/pub/irs-pdf/fw9.pdf	
13.	Vendor Information Form (Attachment 2)	
14.	Addendum(s) (if applicable)	

ATTACHMENT 1

Insurance Coverages	Minimum Coverage Limits	Additional Requirements
Commercial General Liability including: <ul style="list-style-type: none"> Premises and Operations Owners & Contractors Protective Contractual Liability Products & Completed Operations Personal & Advertising Injury Fire Damage <p>Coverage Form: Occurrence</p>	<ul style="list-style-type: none"> Each Occurrence: \$1,000,000 Personal & Advertising Injury: \$1,000,000 Products & Completed Operations: \$1,000,000 Damage to Rented Premises: \$300,000 General Aggregate: \$3,000,000 Products & Completed Operations Aggregate: \$3,000,000 	Additional Insured Endorsement: <ul style="list-style-type: none"> School must be endorsed onto the policy as an Additional Insured. Waiver of Subrogation: <ul style="list-style-type: none"> Must be in favor of the School <p>These requirements must be included in the written contract, agreement or Memorandum of Understanding.</p>
Automobile Liability including: <ul style="list-style-type: none"> Owned vehicles Non-owned vehicles Hired vehicles 	<ul style="list-style-type: none"> Combined Single Limit – Each Accident: \$1,000,000 	Waiver of Subrogation: <ul style="list-style-type: none"> Must be in favor of the School <p>This requirement must be included in the written contract, agreement or Memorandum of Understanding.</p>
Workers' Compensation including: <ul style="list-style-type: none"> Employers' Liability 	<ul style="list-style-type: none"> Statutory Each Occurrence: \$1,000,000 Disease – Each Employee: \$1,000,000 Disease – Policy Limit: \$1,000,000 	Waiver of Subrogation <ul style="list-style-type: none"> Must be in favor of the School <p>This requirement must be included in the written contract or agreement.</p>
Pollution Liability <ul style="list-style-type: none"> Required for the following types of services: waste haulers, pest control, hazardous material handlers, etc. 	<ul style="list-style-type: none"> Per Claim: \$1,000,000 Aggregate: \$1,000,000 	Waiver of Subrogation <ul style="list-style-type: none"> Must be in favor of the School <p>This requirement must be included in the written contract or agreement.</p>
Professional Liability <ul style="list-style-type: none"> Required for the following professional services: Doctors, Nurses, Medical Professionals, Architects, Therapists, Educational Consultants, Attorneys, Accountants, etc. 	<ul style="list-style-type: none"> Each Occurrence: \$1,000,000 Aggregate: \$3,000,000 	Waiver of Subrogation <ul style="list-style-type: none"> Must be in favor of the School <p>This requirement must be included in the written contract or agreement.</p>
Sexual Abuse and Molestation <ul style="list-style-type: none"> Provides limited coverage for any actual, threatened or alleged act, error, omission, conduct or misconduct, sexual behavior or non-sexual-behavior. 	<ul style="list-style-type: none"> Each Occurrence: \$1,000,000 	Additional Insured Endorsement: <ul style="list-style-type: none"> School must be endorsed onto the policy as an Additional Insured. Waiver of Subrogation: <ul style="list-style-type: none"> Must be in favor of the School
Crime <ul style="list-style-type: none"> Provides protection due to financial losses resulting from criminal acts or fraudulent activities such as theft of money, securities and other property be required for any party 	<ul style="list-style-type: none"> Each Occurrence: \$1,000,000 	
Cyber Liability <ul style="list-style-type: none"> Provides coverage for data breach such as expenses related to the management of a breach, the investigation, remediation, date subject notification, credit card monitoring; losses due to a threat of extortion; damages to a 3rd party as a result of denial of access and costs related to the theft of data on third-party systems. 	<ul style="list-style-type: none"> Limits vary depending on the size of the entity that experiences a breach. 	
Course of Construction <ul style="list-style-type: none"> Provides coverage to insure buildings or projects against repair or replacement cost while they are under construction. The insurance usually coverages building materials, fixtures and other items that are intended to become an integral part of the structure. 	<ul style="list-style-type: none"> The limit of insurance should adequately cover the full value of the projected in its finished state. 	
Property <ul style="list-style-type: none"> Provides coverage for a loss or damage to buildings and business personal property you own or are required to insure through a contract or lease agreement; loss due to business interruption; debris removal, etc. 	<ul style="list-style-type: none"> Limits are based on the Replacement Cost of the Building and Business Personal Property. 	



ATTACHMENT 2

Aztec Municipal School District
Add Vendor Form
2023-2023

Please complete the information below to ensure that your company/organization is properly added to our system. A current W-9 is also required.

ORDER INFORMATION:

Vendor Name	
Street Address	
City	
State	
Zip	
Contact Person	
Title	
Phone	
Fax	
Email	

REMITTANCE INFORMATION:

Vendor Name	
Street Address	
City	
State	
Zip	
Contact Person	
Title	
Phone	
Fax	
Email	

GENERAL INFORMATION

Do you need an NTTC form to exempt AMSD purchases from tax?	YES or NO
Does your company accept ACH payments?	YES or NO
Federal Tax ID	
New Mexico CRS # (if applicable)	
Web Site	
New Mexico State Contract Number(s)	
Other Contract Information	

ATTACHMENT 3

Request for Taxpayer Identification Number and Certification

This form (4 pages) can be download from the following web link:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>