



**PECOS CYBER ACADEMY
RFP #2024-2025-001**

This is a
REQUEST FOR PROPOSAL
by
PECOS CYBER ACADEMY

For

Ancillary and Related Services (Virtual)

**COMMENCING ON JULY 1, 2024, AND ENDING ON JUNE 30, 2025
RENEWABLE FOR THREE ADDITIONAL ONE-YEAR TERMS**

PROPOSALS WILL BE RECEIVED BY PECOS CYBER ACADEMY
UNTIL 3:00PM MT, MARCH 27, 2024

PROPOSALS WILL BE CONSIDERED AND A CONTRACT EXECUTED PURSUANT TO THE PROPOSED TIMELINE

Dr. Kim Hite-Pope, Executive Director
Pecos Cyber Academy
1841 US HWY 66, Ste B
Edgewood, New Mexico 87015

RFP Issue Date	Date February 22, 2024
Acknowledgement of Receipt Form	Due March 8, 2024
Pre-Proposal Virtual Conference Day	Date March 8, 2024
Deadline for written questions	Due March 15, 2024
RFP Due Date and Time	Due 3pm MT, March 27, 2024
Demonstration Agenda	Date April 1, 2024
Evaluation of Proposals	Date April 5, 2024

PROPOSALS MUST BE RECEIVED BY THE DUE DATE AND TIME IN ORDER TO BE CONSIDERED RESPONSIVE TO THIS SOLICITATION. NO PROPOSALS WILL BE RECEIVED AND OR CONSIDERED AFTER THE DUE DATE AND TIME.

District Contact Information

Name/Title	Robbi Coker, Procurement Manager
Phone Number	575-442-6635
E-Mail	rcoker@pecosca.us

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other PCA employees or Evaluation Committee members do not have the authority to respond on behalf of PCA. Communications directed to parties other than the Procurement Manager will have no legal bearing on this RFP or the resulting contract(s). All responses from Pecos Cyber Academy will be provided in writing to all offerors by addendum.

GOVERNMENT LEGAL PUBLICATION

Ancillary and Related Services (Virtual)

Pecos Cyber Academy, a public charter school based from Edgewood, New Mexico, will receive sealed Requests for Proposals (RFP) proposals until 3:00 p.m. Mountain Standard Time, Wednesday, March 27, 2024. Services are being requested for ancillary and related services via a virtual mode. The Contract will operate from July 1, 2024 through June 30, 2025 and is renewable for four one-year terms.

A list of qualifications, specifications, and instructions to Offerors along with RFP forms can be obtained upon request by email to Robbi Coker, Procurement Manager at rcoker@pecosca.us or through download at <https://pecoscyber.org/procurement>

The Pecos Cyber Academy reserves the express right to accept or reject any or all bids.

PUBLISH: Thursday, February 22 Santa Fe New Mexican, Thursday, February 29 and Thursday, March 7 Edgewood The Independent News, Thursday, February 22 - March 27, 2024 Pecos Cyber Academy Website

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I. INTRODUCTION

A. PURPOSE OF THE REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Ancillary and Related Services for Pecos Cyber Academy (PCA).

B. BACKGROUND INFORMATION

The school was previously chartered in 2016 by Carlsbad School District. PCA was at that time referred to as a district charter school. In July 2023, PCA changed to a state charter school now under the New Mexico Public Education Department. In short the state provides oversight on budget and student academic progress and NMPED is considered its authorizer. Yet PCA does operate independently of its authorizer.

PCA was started as another choice for students and parents in NM. PCA has a highly challenging curriculum with an excellent delivery system using a variety of curriculum vendors. All teachers, counselors, and other staff are credentialed under the regulations and licenses set forth by the NMPED and most reside in New Mexico. All employees of PCA are onboarded with excellent training to help gain (refresh) the skills necessary to teach (operate) in the virtual setting. Mentoring is provided throughout the employees’ term of employment at PCA.

At the start PCA began with seven employees and 250 students, grades K through 8. After 7 years, PCA has grown to just under 2,000 students in grades K to 12.

A normal week at PCA is as follows:

Live Lessons are where students and teachers meet face to face in virtual classrooms. Students also attend Live Lessons to obtain support/interventions in a one-to-one settings or small groups within their school days.

Support/Intervention Live Lessons are either in the form of enrichment or re-teaching of basic skills.

Special Education Student services are provided in the inclusion setting and in small group resource classes with the Special Education Teachers working collaboratively with the General Education Teachers in live lesson classes. Students may also attend support/interventions in one-to-one settings or small groups as needed. Special Education teachers also create and maintain Individualized Education Plans (IEPs). Ancillary and related services are provided to

students as qualified by their IEP needs.

C. SCOPE OF PROCUREMENT

PCA is seeking a set of Ancillary and Related Services to include: Speech Therapy, Occupational Therapy, Physical Therapy, Social Work Services, Mental Health Services, Assessments (Diagnosticians/School Psychologists), Adaptive PE services, School Nursing, Recreational Therapy, Orientation and Mobility Services, Visually Impairment supports, ASL interpreting services, and Behavior Management Services. [Per the Procurement Code, Section 13-1-150 NMSA 1978, a contract for professional services may not exceed four years, including all extensions and renewals. PCA reserves the right to extend any potential awarded contract(s) per Section 13-1- 150.]

Groups of services to be procured via this RFP may be awarded separately based on the type of service.

The Scope of Work will detail the following Ancillary and Related Services to be supported primarily virtually but with possible in person duties:

- Speech and Language Services and Evaluations
- Occupational Therapy Services and Evaluations
- Physical Therapy Services and Evaluations
- Clinical School Psychological Services & Evaluations
- Social Work and Mental Health Services
- Educational Diagnostic Evaluations
- Adaptive PE services
- School Nursing
- Recreational Therapy
- Orientation and Mobility Services
- Visual Impairment Services
- ASL Interpreting Services
- Behavior Management Services

D. PROCUREMENT MANAGER

Pecos Cyber Academy has assigned a Procurement Manager whose name, address, telephone number and email address are listed below and who is responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other staff, employees or Evaluation Committee members do not have the authority to respond on behalf of Pecos Cyber Academy.

All deliveries of responses via email include: RFP Ancillary Services PCA in the subject line and be addressed to:

Name: Robbi Coker, Procurement Manager
Pecos Cyber Academy

3112 Plaza Del Prado
Alamogordo, NM 88310

Email: rcoker@pecosca.us

II. CONDITIONS GOVERNING THE PROCUREMENT

For the purposes of this REQUEST FOR PROPOSAL, the following terms and conditions shall be defined as indicated below.

A. LISTING OF GENERAL TERMS AND GOVERNING CONDITIONS

Acceptance of Delivered Services: PCA will be the determining judge of whether materials and services delivered under the contract satisfy the requirements as identified in the RFP.

ADD/ADHD: Attention Deficit Disorder/Attention Deficit Hyperactivity Disorder

Addendum: Written changes, responses to questions and/or drawings issued before the closing date and time for an RFP. An addendum may interpret or modify the bidding documents by making additions, deletions, clarifications, or corrections.

Amendment of Offer: An offer can be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of the response to this RFP.

Announcement of Successful Offerors: Selection will be made via written communication to the entities that provided a timely response to this RFP.

Applicable Law: This contract will be governed by the laws of the State of New Mexico, both as to interpretation and performance. Suits pertaining to this contract can be brought only in courts in the State of New Mexico. Offerors doing business with PCA must be in compliance with, but not limited to, the Federal Civil Rights Acts of 1964, Title VII of that Act, Rev. 1979 Family Education Rights and Privacy Act (FERPA), Protection of Pupil Rights Amendment (PPRA), and Health Insurance Portability and Accountability Act of 1996 (HIPAA). All work under this contract will be done in strict accordance with the most recent edition of any relevant regulation, standard, document or code that relates to these laws. Where conflict among the requirements or with these specifications exists, the most stringent requirement will be used.

Arbitration: This contract is subject to arbitration to the extent required by the New Mexico Procurement Code.

Assignees, Mergers, Dissolution and Successors: The Contractor agrees that during the term of the contract, it will maintain its existing business structure and adhere to the terms and provisions of the contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved, the business structure will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another business structure or permit one or more other business structures to consolidate or merge into it, unless the surviving, resulting, or transferred business structure can:

1. Qualify to do business in the State of New Mexico and holds the appropriate licenses, registrations, etc.;

2. Assume, is capable of, and has the capacity and qualifications and agrees in writing to perform all of the existing and future obligations of the original Contractor; 3. Provide PCA with all of the documents required for it to review, evaluate and approve; and
4. Receive PCA written approval.

Attachment: Any item this Solicitation requires an Offeror to submit as part of the Offer.

Audit Rights: In accordance with applicable New Mexico and federal law, the Contractor's books and records related to any process and/or activity that occurs under this contract may be audited at a reasonable time and place.

Authority: This RFP, as well as any resultant agreement, is issued under the New Mexico Procurement Code, and PCA, Governing Board Bylaws, and Policies.

Authorized Purchaser: an individual authorized by a Participating Entity to place orders against this contract.

Awarding of Contract: A response to the RFP is an offer to contract with PCA based upon the terms, conditions, scope of work and specifications contained in this request for proposal.

Background Check: All Contractor staff and subcontractors that are on the charter school grounds for completion of work under this RFP shall have a fingerprint-based background check as required by the New Mexico Department of Education. PCA will periodically audit the background check records and may require copies of the background check.

Bidder: The term Bidder, Offeror, and Proposer can be used to identify the person(s) or firm(s) submitting a response to a Request for Bid or Request for Proposal.

Billing: All invoices will be from the Contractor to Pecos Cyber Academy, 1841 US HWY 66, Ste B, Edgewood, NM 87015, or via email, as approved by PCA.

Bribes, Gratuities and Kickbacks: Sections 13-1-191 and 13-1-198 Procurement Code, NMSA, 1978 prohibits bribes, gratuities, and kickbacks, and provides for criminal prosecution for the violation thereof.

Business Hours: 8:00 am – 4:00 pm Mountain Standard Time or Mountain Daylight Time (MT), which is in effect on the date given or services are rendered.

Buyer: Refers to PCA as an entity.

CFR: Code of Federal Regulations.

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

Clarification: As used in this RFP, clarification means communication with a Contractor for the sole purpose of eliminating minor irregularities, informalities, or apparent or learning facilitator clerical

mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry by PCA, or as initiated by the Contractor. Unlike “Discussions” (see below), clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

Close of Business: 4:00 pm Mountain Standard Time or Mountain Daylight Time (MT), which is in effect on the date given or services are rendered.

Competitive Sealed Proposals: As required in the New Mexico Procurement Code, PCA has determined that competitive sealed bids are neither practical nor advantageous for this solicitation. These PCA contracts will be awarded through competitive sealed proposals for one or more of the following reasons:

1. PCA desires to conduct oral or written discussions with potential Offerors prior to an award.
2. PCA desires to allow vendors to clarify proposals.
3. PCA’s intent is to award a contract(s) on which price is only one of many determining factors.
4. Offeror meets or exceeds the minimum Offeror’s qualifications.
5. Offeror provides the necessary documentation to demonstrate that it complies with all solicitation requirements.
6. There is value in exceeding the industry standards and guidelines established for use in public facilities and for public use.
7. Offeror must provide the necessary information and documentation to substantiate and demonstrate its ability and capacity to provide, perform and comply with all of the terms, conditions, specifications, and requests for information stated herein, and there is value to this response.

Confidential Information and Disclosure of Proposal Contents: For the purposes of this procurement, the provisions of the “New Mexico Inspection of Public Records Act” (NMSA 1978, Chapter 14, Article 2) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, the proposer must claim protections at the time of submission of its Proposal. Proposers should refer to the New Mexico Inspection of Public Records Act for further clarification.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall provide a sheet with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, PCA shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit PCA the right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "**CONFIDENTIAL**". Within the required electronic submission, any item marked as confidential will need to be submitted in a separate folder marked "Confidential information".

The Procurement Manager will review the statement and will determine in writing whether the information will be withheld. If the Procurement Manager determines that the information should be disclosed, the Offeror will be informed in writing of such determination and, should the Offeror object in writing within five (5) days after notification thereof, no disclosure will be made and the Offeror's response may be rejected.

Conflict of Interest: Any contract issued related to this RFP is subject to cancellation by PCA if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of PCA is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or as a consultant to any other party of the contract with respect to the subject matter of the contract.

Contingencies: The total amount of all purchase orders to be issued against this contract is not known, and PCA will not be bound to purchase a minimum quantity during the contract period. This is an indefinite quantity agreement.

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

Contract Changes: PCA can make changes within the general scope of this contract by giving notice to the Contractor, and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this service, an equitable adjustment in the price or delivery or both will be made. No change by the Contractor will be recognized without written approval of PCA. Any claim by Contractor for any adjustment must be made in writing within thirty (30) days from date of receipt of notification of such change, unless PCA waives this condition. Nothing in this section will excuse Contractor from proceeding with performance of the service as changed hereunder.

Contract Deviations: Any additional terms and conditions, which may be the subject of negotiation, will be discussed between PCA and the selected offer, and shall not be deemed an opportunity to amend the Offeror's proposal.

Contract Term and Extension: The term of the agreement will commence on July 1, 2024, and continue until June 30, 2025, or until terminated, canceled, or extended. By mutual written agreement, the contract may be extended for up to three (3), additional 12-month periods. PCA reserves the right to offer month-to-month extensions if that is determined to be in the

best interest of PCA. However, no contract extension exists unless Contractor is so notified by PCA. Extension and renewal of contract shall include, but are not limited to:

1. Contract usage and volume;
2. Satisfactory delivery of products and services during the preceding contract term;
3. Ability to continue the delivery of quality products and services;
4. Adherence to the contract terms and conditions;
5. Ability to provide competitive prices for products and the services under the contract; and
6. PCA, at its option, may require an update of statements of qualifications annually.

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

Costs: All costs of products, services, licensing fees, installation and training services, annual support, maintenance, software updates or subscription fees will be clearly identified and stated with the terms, conditions and stipulations within any proposal issued under this solicitation. Any yearly site license, technical support fees or other annual costs must be disclosed to PCA prior to acceptance of a purchase order for product and services. It should be noted that annual costs will not be automatically renewed; it is the Contractor's responsibility to communicate and receive authorization from PCA prior to the renewal period.

Cost of Proposal Preparation: PCA will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

COTA: Certified Occupational Therapy Assistant

Current Products: All offers will be for equipment, supplies, services, commodities, and/or software in current production and marketed to the public, and educational/governmental agencies.

Days: Refers to calendar days unless otherwise specified.

Delivered Services: PCA will be the determining judge of whether materials and services delivered under the contract satisfy the requirements as identified in the RFP.

Determination: the written documentation of a decision of a procurement officer including findings of fact required to support a decision.

Discussions: Discussions occur when oral or written communications between PCA and the Offeror are conducted for the purpose of minor clarifications involving information essential for determining the acceptability of a proposal or that provides the Offeror an opportunity to revise or modify its proposal. PCA will not help an Offeror bring its proposal up to the level of other proposals through discussions. PCA will not disclose technical information pertaining to a competing proposal. PCA will neither indicate to an Offeror a cost nor a price that they must meet to obtain further consideration, nor will they provide any information about other Offerors' proposals or prices. PCA is willing to discuss with an Offeror, having a proposal in the competitive range, any weaknesses, or deficiencies in its proposal.

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

DSM: Diagnostic and Statistical Manual of Mental Disorders, Edition 4 or Edition

5 **ED:** Emotionally Disturbed

EDT: Eligibility Determination Team

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

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

Execution of Contract and Compliance with Proposal Instructions: By submitting a proposal, the Offeror acknowledges its understanding of the Instructions to Offerors and its willingness to comply with the requirements of the bid documents.

Finalist: an Offeror who meets the mandatory specifications of this Request for Proposals and whose score on the evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, earthquakes, famine, volcanic eruptions, meteor strikes, lockouts, injunctions-interventions-acts or failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

IEP: Individualized Education Program

Indemnification: Contractor shall indemnify and hold harmless PCA and its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omissions(s) while Contractor, and/or its employee's sub-contractors, perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement. This safe harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (41-4- 1, et seq., N.M.S.A. 1978 comp.) and any amendments thereto. It is

specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any Member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claims(s) whatsoever pursuant to the provisions of this agreement. Contractor shall provide all insurance necessary to employees on the work site, including, but not limited to, general liability and workman's compensation.

Indemnification Intellectual Property: The Contractor shall defend, at its own expense, PCA against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against PCA based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse PCA for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, PCA shall:

1. Give the Contractor written notice, within forty-eight (48) hours of its notification of any claim;
2. Allow the Contractor to manage the defense and settlement of the claim as permitted by law; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1. Provide PCA the right to continue using the product or service and fully indemnify PCA against all claims that may arise out of PCA use of the product or service.
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by PCA to the extent such modification is the cause of the claim.

Independent Contractor: Contractor recognizes that it is engaged as an independent contractor and is not and shall not claim to be an officer, partner, employee, or agent of PCA. Nothing contained herein or inferable here from shall be deemed or construed to make Contractor the agent, servant, or employee of PCA or creating any partnership, joint venture, or other association between PCA and the Contractor.

Information Systems: All Offerors of information systems must include information on the total lifecycle cost and application benefit to PCA. An information system is a system of hardware, software or Contractor support that processes information or data by electronic data processing methods and devices.

Installation: Equipment or products that require professional installation will be installed within two (2) weeks of product delivery, unless PCA asks that installation be delayed. If delayed, the Contractor will establish and confirm in writing to PCA the revised installation date.

Insurance: On contract award, the Contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under this contract, where those activities are performed by it, by any Subcontractor, by anyone directly or indirectly employed by any of the Contractors or by anyone for whose acts the Contractor may be liable during the entire performance period of this contract. The Contractor must furnish a Certificate of Insurance to PCA prior to official award and if issued, upon annual renewal. If policy changes occur during the life of the contract, it is the Contractor's responsibility to provide updated proof of coverage to PCA.

1. Offerors will submit proof of coverage under the Workman's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes.
2. Offerors will submit a certificate of general liability insurance for personal injury, occupational disease, sickness or death, and property damage.
3. As required for professional services the Offerors will submit a certificate of errors and omissions insurance for damages caused by an error, omission or any negligent acts caused by Contractor's and its Sub-contractors in the performance under this agreement.

Interviews: If an interview is required by this RFP or should the evaluation committee elect to conduct interviews, PCA board/staff will coordinate with each interviewee as to the time, date, place, and the time allowed for each presentation. The evaluation committee members may question each interviewee during or after its presentation. Interviews will be closed to any persons not representing the interviewee. At the conclusion of all interviews, each evaluation committee member shall freshly rate each interviewee in accordance with the criteria and standards stated. PCA will not be responsible or reimburse any interviewee for the cost of their presentation or travel.

Invalid Term or Condition: If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

Invoice: PCA is a New Mexico public charter school. The contractor must invoice PCA the total amount of each invoice.

The flow of finances is that the contractor invoices PCA and receives payment within 30 days from PCA. Goods and services will be invoiced at applicable contract prices; New Mexico Gross Receipts Tax as applicable and must not exceed the amount of the PCA purchase order. All payment invoices must be received by PCA no later than fifteen (15) days after the termination of the agreement. Payment invoices received after such date WILL NOT BE PAID.

Irregularities in Proposals: PCA may waive technical irregularities in the form of the bid or proposal of the low Offeror which do not alter the price, quality or quantity of the services, construction or items of tangible personal property bid or offered (NMSA 13-1-132).

Hourly Rate: the proposed fully loaded maximum hourly rates that includes travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

Late Offers: Late offers will be considered non-responsive, and the Proposer will be notified in writing. If the Proposer feels that its failure to meet this requirement is due to unforeseen conditions or "Acts of God", the Proposer will need to provide detailed documentation as to the reason(s) why the proposal did not arrive by the due date and time. PCA will review the documentation submitted and make a written determination whether to accept or reject the proposal.

Laws: Laws mean any federal, state, and local laws, and rules, regulations and guidelines of applicable governmental bodies and agencies.

Lease and Rentals: Offeror can allow PCA to enter into rent, lease, or lease/purchase agreements, providing such agreements are in compliance with New Mexico statutes and Public Education Department policies, rules and regulations. PCA must receive a copy of the executed leasing documents prior to processing a purchase order. Offeror agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal with interest rates described as related to a government standard. Offeror must indicate in its response to this solicitation if the shipping costs for the return of leased or rented equipment are the responsibility of PCA and what that cost will be. No sale of a contract to a third party will be made without informing PCA of the transfer. If Offeror sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Contractor.

As required by New Mexico law, any lease agreement with PCA will need to contain a termination provision for Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated and budgeted by PCA (Lessee) governing body or are otherwise unavailable in any fiscal year for the payment of lease and other amounts due under any lease, the lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the lease without penalty or expense to Lessee. It is up to PCA to determine sufficiency of funds, which determination shall be accepted by the Lessor and is final. Lessee shall give Lessor or its assignee written notice at least thirty (30) days in advance of such occurrence.

Legal Remedies: All claims and controversies are subject to the New Mexico Procurement Code, NMSA 1978, and Sections 13-1-28 through 13-1-199.

Liens: All materials and services will be free of all liens.

Lobbying: Offerors are hereby advised that lobbying is not permitted with any PCA or PCA Board Member or employee.

Mandatory Requirements: The terms "must," "shall," "will," "is required," or "are required" identify a mandatory requirement of this RFP. Failure to comply with such a mandatory factor shall result in the rejection of the Offeror's proposal. Rejection of the proposal will be subject to review by the PCA Evaluation Committee and a final decision on rejection will be made by the PCA Executive Committee.

Marketing: Awarded contractor agrees to allow PCA to use their name and logo within the PCA website, marketing materials and Newsletters. Any use of PCA name and logo by the awarded contractor must have prior approval from PCA.

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

Multiple Source Award: an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

Multi-Term Contract: A multi-term contract is being utilized for this procurement because such a contract will serve the best interest of PCA by encouraging effective competition or otherwise promoting economics in the PCA procurement.

Negotiations: Where there is no competition that would result in a better contract, negotiation may be conducted until a detailed agreement is reached upon the approval of PCA.

New Mexico Public Education Department: abbreviated as NMPED

New Technology and Products: New products announced by the manufacturer may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Dealers may replace or add product lines to an existing contract if the line, (i) is replacing previous products; (ii) is substantially superior to the original products offered; (iii) is discounted in a similar or to a greater degree; and (iv) if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. PCA can reject any additions, without cause.

No Replacement of Defective Tender: Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this will constitute a breach, and Contractor will not have the right to substitute a conforming tender without written consent of all parties involved.

Notice: Notices under this contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, properly addressed to the respective parties as specified herein, or at such other address as may be specified by either party from time to time.

Novation: If the original Contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. PCA reserves the right to accept or reject the new party, with the original Contractor being obligated if the new party fails to perform. A simple change of name agreement will not change the contractual obligations of the Contractor.

Offer Acceptance Period: In order to allow opportunity to evaluate the proposals offered, PCA requires that an offer in response to this solicitation be valid and irrevocable for one hundred and twenty (120) days after opening time and date.

Offeror: any person, corporation, or partnership who chooses to submit a proposal.

Offer Non-Responsive: Any offer that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation is considered non-responsive.

Options: Optional equipment, services or products can be added to the contract at the time it becomes available under the following conditions:

1. The option meets and complies with the solicitation's scope of work, specifications, and requirements.
2. The option is priced at a discount similar to other options.
3. The option is an enhancement to the unit that improves performance or reliability.
4. The enhancement is approved in writing PCA.

Ownership of Materials and Documents: PCA shall be the sole owner of all right, title and interest, including copyright, in and to all student and teacher data, documents, software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract unless otherwise noted in the Contract. NO student or teacher data will be considered Contractor-owned. The Contractor must identify ownership such that PCA-owned items are easily distinguishable from Contractor-owned items. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in PCA all Contractor's rights, title, and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract. PCA shall have exclusive right and re-use at any time without further compensation or restrictions. Contractor shall neither use any such materials on other work nor disclose such material or information to any other party without PCA written approval.

Parol Evidence: This contract represents the final written expression of the Agreement. All agreements are contained herein, and no other agreements or representations that materially alter it are acceptable.

Participating Entities: A participating entity is a charter school, school district, local public body, state agency or external procurement unit using this contract with the authority of PCA.

Past Performance Information (PPI): PPI is relevant information regarding a Contractor's actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Contractor's record of conforming to specifications and to standards of good workmanship; the Contractor's record of containing and forecasting costs on any previously performed cost; reimbursable contract schedules, including the administrative aspects of performance; the Contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business-like concern for the interests of the customer.

Patent and Copyright Infringement: Contractor will, at their expense, defend PCA against any claim that any equipment or software supplied hereunder (even if such equipment or software are modified by PCA subject to the last paragraph of this section) infringe a patent or copyright in the United States, or a U.S. Territory, and will pay all costs, damages, and attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, PCA must:

1. Give Contractor a prompt written notice of any such claim after becoming aware of such claim.
2. Allow Contractor to control and fully cooperate with Contractor in the defense and all related settlement negotiations.

PCA will be reimbursed for all expenses incurred by PCA in fully cooperating with the Contractor as specifically requested by contract. PCA is not required to incur any expenses specified in this paragraph, which are not reimbursable by the Contractor. Contractor's obligation under this section is conditioned on PCA agreement that if the subject of such a claim, PCA will permit the Contractor, at its expense and option, either to procure the right for PCA to continue using the equipment and/or software, or to replace or so modify with equipment or software which are functionally equivalent so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in Contractor's judgment and satisfactory to PCA will return the equipment or software on written request by Contractor at Contractor's expense.

Contractor agrees to refund PCA for returned equipment as depreciated unless otherwise mutually agreeable in writing. The depreciation will be an equal amount per year over six (6) years. In the event that Contractor's written request for return is made after full depreciation, the Contractor will pay a prorated amount. Contractor will have no obligation with respect to any such claim based upon modification of the equipment or software or combination, operation or use with apparatus, data or programs not furnished by Contractor.

Payment Discounts: Any payment discount offered must be made directly to PCA. Quick Payment discounts will be included as part of the evaluation process.

PCA: Pecos Cyber Academy is a locally authorized public charter school. If Pecos Cyber Academy is renamed or rebranded any time during the contract, the contract shall continue under the same terms and conditions.

Preferences:

1. **Resident Business Preference:** Pursuant to NMSA 1978 13-1-21, a Request for Proposal shall include a provision for Residential Business preference for those businesses that submit a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13- 1-22.
2. **Resident Veteran Business Preference:** Pursuant to NMSA 1978 13-1-21, a Request for Proposal shall include a provision for Residential Veteran Business preference for those businesses that submit a valid resident veteran business certificate issued by the taxation and revenue department pursuant to Section 13-1-22.

Pursuant to NMSA 1978 13-1-21, applicable preference will be awarded to responding Offerors that submit a copy of a valid resident business certificate issued by the New Mexico Taxation and Revenue Department. For joint proposals submitted by both a resident and nonresident Offeror, preference will be applied to the percentage of work produced or performed by the resident firm. If federal funds will be used in whole or part as a funding source, Residential Business, Residential Veteran Business, Residential Contractor or Residential Veteran Contractor Preference will not apply pursuant to NMSA 1978, 13-1-21 G and 13-4-3.

Prevailing Wage: It shall be the responsibility of the Contractor to comply, when applicable, with the prevailing wage legislation in effect. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Price Agreement: a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity of limitations of the contract, if any.

Prime Contractor: Any Contractor paid directly by PCA is a Prime Contractor; a Subcontractor is paid by the prime Contractor. Prime Contractors using Subcontractors are responsible for all actions of their Subcontractor. PCA will make contract payments only to the Prime Contractor.

Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978 may be cited as the "Procurement Code".

Procurement Officer: any person or designee authorized by a state agency or a local public body to enter into or administer contracts and make written determinations thereto.

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

Product Line: Contracts are awarded to Offerors able to provide their complete product line of equipment, software, and services described in the specifications. Offerors with a published catalog can submit the entire catalog; however, PCA reserves the right to select products within the catalog for award without having to award all the contents.

Progress Payments: Under this solicitation, PCA may allow progress payments to be made on goods and/or services received and accepted under the following conditions:

1. PCA and the Contractor agree to the terms of the progress payments in writing prior to PCA issuing a purchase order to the Contractor.
2. The quote or proposal in which the purchase order is based must clearly identify and describe the amount(s) to be paid and the date(s) payment(s) are to be made for the service and/or goods delivered.
3. Payments will be made only after actual goods and/or services are verified, received, and accepted by PCA or the charter school.
4. Payments will be made in full compliance with the PCA administrative procedures, board policies and any/all other applicable state rules, regulations, and statutes.
5. If the estimate of work and/or goods received are not approved and certified, PCA can withhold an amount from the progress payment that reasonably represents the deficiency identified in the Contractor's payment request. In such cases, the Contractor agrees to hold PCA harmless for any deficiency of payment.
6. Acceptance of final payment is a waiver of all claims, except unsettled claims

previously made in writing.

Project: a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

Protests: Protests will be filed and resolved in accordance with the State of New Mexico Procurement Code §13-1-172 NMSA 1978 and applicable PCA Board Policies and Procurement Guidelines. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the District Court, in and for, the County of Eddy, State of New Mexico. The laws of the State of New Mexico will govern any resulting transactions.

A protest period of fifteen (15) days shall begin on the day following the contract award notice and end at 5:00 p.m. local time at the end of the fifteenth (15) day. A protest must be written and include:

1. The company name, contact name, address, and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the Request for Proposal (RFP) by title;
4. A detailed statement of the legal and factual grounds of protest, including copies of any relevant and supporting documents and exhibits; and
5. The form of relief requested.

Provisions Required by Law: Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract will forthwith be physically amended to make such insertion or correction.

Public Record: All proposals submitted in response to this invitation will become the property of PCA and the State of New Mexico and will become a matter of public record available for review, after the award notification, under the supervision of PCA staff.

PWN: Prior Written Notice

Qualifications: In order to qualify, an Offeror must possess the knowledge, experience, license(s) and registration(s) required by state and local government agencies; demonstrate their background, experience, capacity and resources necessary to provide products and services; and meet individual project requirements. All work under this contract will be done in strict accordance with the most recent edition of any relevant regulation, standard, document or code in effect. PCA prefers that the Offeror have the experience with the products and services offered as stated in this RFP document.

Quality: Unless otherwise noted in this solicitation, Contractor warrants that for one (1) year after

acceptance of the equipment or materials or work performed by PCA, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity, and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged, and marked as the contract may require; and
5. Conform to the written promises or affirmations of fact made by Contractor.

REED: Review of Existing Evaluation Data

Registered Sex Offender Notification: Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on PCA premises at any time. Contractor is required to provide background checks as required by NMPED to PCA for all contractor employees working at a school location when school students may be present.

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

Responsible Offeror: an Officer who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production of service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

Responsive Proposal: an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

Right to Assurance: whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

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

SAT: Student Assistance Team

School: Pecos Cyber Academy (PCA).

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract,

which may remain in effect without the invalid provision or application.

Sexual Harassment: Sexual harassment of employees or students of PCA, or participating entities is strictly forbidden.

Smoking: All Contractors and Subcontractors must adhere to smoking policies of PCA where they are working.

Specifications: All Scope of Work specifications in this RFP are designed to enable a Contractor to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specifications are intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. Any Contractor believing a specification is unnecessarily restrictive, and submits a proposal, must indicate such in its initial response.

Staff: any individual who is a full-time, part-time, or an independently contracted employee with the Offeror's company.

State (the State): the State of New Mexico.

Stop Work Order: PCA may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a 'Stop Work Order' issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered.

Stored Materials: Upon prior written agreement between the Contractor and PCA, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for use at a later date. An inventory of the stored materials must be provided to PCA prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of insurance coverage and/or addition of PCA as an additional insured upon charter school's request. Additionally, the materials must also be clearly identified as property of the charter school and be separated from other materials. The charter school must be allowed a reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by PCA it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to PCA upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Subcontractors: The use of subcontractors is allowed. The Prime Contractor SHALL be wholly responsible for the entire performance of the contractual agreement whether subcontractors are used. The Prime Contractor MUST receive approval, in writing, from PCA prior to awarding

any resultant contract before any subcontractor is used during the term of this agreement. All work subcontracted by the Contractor is the responsibility of the Contractor. Payments will be made only to the Prime Contractor. All qualifications of the Prime Contractor are extended to the subcontractors and are the responsibility of the Prime Contractor to enforce.

Support Services Requirements: All training and staff development services offered under this solicitation must be provided by qualified and experienced educational consultants who have the knowledge and background with the solutions offered as well as the curriculum content. The Contractor must be able to provide training services online or on or off-site as required by PCA and may include services relating to supporting instructional staff with implementation and ongoing day-to-day solution management, troubleshooting and operation whether it deals with curriculum or technology issues.

Suspension or Debarment Status: If any firm, business, person, or Contractor submitting an offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the Offeror must include a letter with its response or offer setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter, or to not disclose in the letter all the pertinent information, shall result in the cancellation of any contract. By signing the offer section, the Offeror certifies that no suspension or debarment exists.

Taxes: Prices offered will include applicable state gross receipts tax and local taxes. All applicable taxes must be listed as a separate item on all invoices. No gross receipts tax can be collected on delivery charges to PCA.

Tax Numbers: Offerors are required to provide their New Mexico Tax Number and New Mexico Sales Tax Rate, and Federal Tax Identification Number, if applicable, in the space provided.

Technical Irregularities: These are matters of form rather than substance evident from the proposal documents or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, PCA reserves the right to waive such irregularities or allow an Offeror to correct them if either is in the best interest of PCA. Examples may include, but are not limited to, the failure of an Offeror to:

1. Submit both a printed and electronic copy of proposals required by the RFP;
2. Sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or
3. Acknowledge receipt of an amendment to the RFP, but only if: a) it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or b) the amendment involved had no effect on price, quality, or quantity.

Termination by PCA: The Charter School has the right to terminate any Agreement or Contract

with the Contractor given 90 days' notice unless Contract or Agreement states otherwise and has been previously approved by PCA.

Termination for Convenience: PCA can, by written notice stating the effective date, terminate this contract issued because of this RFP for convenience in whole or in part, at any time upon 90 days' notice. PCA shall pay Offeror as full compensation for performance until such termination as follows:

1. The unit or pro-rata order price for the delivered and accepted portion; and 2. A reasonable amount, not otherwise recoverable from other sources by Offeror as approved by PCA with respect to the undelivered or unaccepted portion of the service, provided compensation shall in no event exceed the total contract price.

Termination for Default: PCA reserves the right to terminate in whole or any part of the contract due to the failure of the Contractor to carry out any obligation, term, or condition of the contract. PCA may issue written notice to the Contractor for acting or failing to act under the following conditions:

1. The Contractor provides material that does not meet the specifications of the contract;
2. The Contractor fails to complete the services set forth in the specifications of the contract;
3. The Contractor fails to complete the work required or to furnish the materials required within the specified time;
4. The Contractor fails to make progress in the performance of the contract and/or gives PCA cause to believe that the Contractor will not or cannot perform the requirements of the contract;
5. The Contractor fails to observe any or all of the terms and conditions of the contract; or
6. Any other conditions that, in the opinion of PCA, warrants such action. Upon receipt of a written notice, the Contractor will have ten (10) days to provide a satisfactory response in writing to PCA. Failure on the part of the Contractor to satisfactorily respond can result in PCA terminating the contract upon 90 day notice.

Termination for Gratuity: PCA shall, by written notice, cancel this contract immediately if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any employee of PCA with a view toward securing a contract or the respect to the performance of the contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to PCA for demonstration, evaluation, or loan purposes are not considered gratuities.

Termination for Non-Performance or Contractor Deficiency: PCA can terminate any contract if it has not used the contract in any 12-month period, or if purchase orders total less than \$1,000,000 per year. PCA reserves the right to cancel the whole or any part of this contract due to failure by the Contractor to carry out any obligation, term, or condition of the contract. PCA may issue a written notice to Contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Failing to adequately perform the services set forth in the scope of work, specifications or contract;
3. Failing to complete required work or furnish required materials within a reasonable amount of

time;

4. Failing to make progress in performance of the contract and/or giving PCA reason to believe that Contractor will not or cannot perform the requirements of the contract; 5. Performing work or providing services under the contract prior to receiving a purchase order from PCA for such work;

6. Fails to observe any or all of the terms and conditions of the contract; or 7. Any other conditions that, in the opinion of PCA, warrants such action. Upon receipt of a written notice, the Contractor will have ten (10) days to provide a satisfactory response to PCA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the contract will become the property of PCA on demand.

Termination due to Unavailability of Funds. When funds are not appropriated or otherwise made available to support continuation of performance of a multi-term contract in a subsequent fiscal period, the contract shall be canceled.

Termination of Charter School. This Agreement is contingent upon the continuation of the School Charter. If the charter is revoked during the term of this Agreement, the Agreement shall terminate immediately upon written notice of such by PCA.

Termination of RFP: PCA reserves the right to cancel this RFP at any time and for any reason and to reject any or all proposals when it is in the best interest of PCA (13-1-131 NMSA 1978).

Title and Risk of Loss: The title and risk of loss of material or service will not pass to PCA until it actually receives the material or service at the point of delivery, unless otherwise specified within this document.

Trade-In Equipment: Equipment for trade-in shall be dismantled by the Contractor and removed at the Contractor's expense. The conditions of the trade-in equipment at the time it is turned over to the Contractor will be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the offer and the trade-in. PCA and the Contractor negotiate values placed on trade-in products.

Training: The Contractor will provide comprehensive training on the day to day operations, use, and testing of the installed equipment, systems, and platform to be used by charter school personnel.

Warranty: Contractor warrants that all equipment, software, and services delivered under this contract will conform to the specifications of this contract. Offeror must agree to assist the purchaser in reaching a solution regarding a dispute with the manufacturer over a warranty's terms and comply with the following:

1. Contractor warrants that any services, equipment, or material supplied to PCA will conform to all requirements of the contract and all representations of Contractor and will be fit for all purposes and uses required and defined in each individual project. All work performed, equipment and materials must carry a minimum 12-month warranty that includes parts, labor, and reimbursable expenses.
2. Unless modified elsewhere in this solicitation, Contractor warrants that for one (1) year

after acceptance of the individual project, the work performed, equipment and/or materials provided to the PCA will be:

- a. Of a quality to pass without objection in the industry or trade normally associated with them;
 - b. Fit for the intended purpose(s) for which they are being purchased and/or being used; c. Of even kind, quantity, and quality within each unit and among all units, in the variations permitted by the contract;
 - d. Adequately contained, packaged, and marked as the contract may require; and
 - e. Conform to the written promises or affirmations of fact made by Contractor.
3. Any extended manufacturer’s warranty that is obtained to meet the 12-month requirement will be passed to PCA without exception. PCA reserves the right to cancel the contract if the Contractor charges the agency for any product and/or service received at no cost under a warranty.

B. EVENTS

1. SEQUENCE OF EVENTS

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

Action	Due Date
RFP Released	February 22, 2024
RFP Written Questions Deadline	March 8, 2024
Response to Written Questions released	March 15, 2024
RFP Proposals Due	March 27, 2024 @3:00PM MT
Demonstration Agenda	April 1, 2024
Evaluations Begin	April 5, 2024
Selection of Finalists	April 8, 2024
Best and Final Offers	April 22, 2024
Oral Presentation and/or Product Demos	April 29, 2024 - May 3, 2024
Contract Award	May 15, 2024
Protest Deadline	+15 days, May 31, 2024

2. EXPLANATION OF EVENTS

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

a. Issuance of RFP

This RFP is being issued on behalf of Pecos Cyber Academy on February 22, 2024

b. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 pm MT ON March 27, 2024. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to section 13-1-116 NMSA 1978, the contents of the 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 and authorized School signature on the contract(s) resulting from the procurement has been obtained.

c. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

d. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify finalist Offerors as per the schedule in Section II, A, Sequence of Events or as soon as possible thereafter.

e. Contract Award

After review of the Evaluation Committee's Report and the signed contractual agreement, the School will award as per the schedule in Section II, A, Sequence of Event or as soon as possible thereafter. This date is subject to change at the discretion of the School.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the School, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

f. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. This protest period shall begin on the day following the award of the contract(s) and will end at 4:00 pm on the 15th day

after contract award. Protests must be emailed, the subject line must contain "Ancillary Services PCA" and the email must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below.

Protests must be filed with Dr. Kim Hite-Pope, Executive Director of Pecos Cyber Academy, 1841 US Hwy 66, Ste B, Edgewood, NM 87015 and also emailed to Dr. Kim Hite-Pope at khitepope@pecosca.us. Any protest received after the deadline will not be accepted.

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

a. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

b. Incurring Cost

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

c. Prime Contractor Responsibility

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

d. Subcontractors/Consent

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

e. Amended Proposals

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

f. Offeror's Right to Withdraw a Proposal

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

g. Proposal Offeror Firm

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

h. Disclosure of Proposal Contents

Proposals will be kept confidential until negotiations and awards are completed by the School. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential.

The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

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 restricted to:

1. Confidential financial information concerning the Offeror's organization;
2. Any data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A to 57-3A-7 NMSA 1978.
3. PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the School shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

i. No Obligation

This RFP in no manner obligates the School, the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities. This RFP and the resulting contract in no manner obligate the School if the School's charter terminates for any reason during the RFP process, contract negotiations, or the contract term.

j. Termination

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

k. Sufficient Appropriation

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

l. Legal Review

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

m. 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.

n. Basis for Proposal

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

o. Contract Terms & Conditions

The School reserves the right to negotiate with any Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract. The School discourages exceptions to contract terms and conditions in this RFP. Exceptions may cause a proposal to be rejected as non responsive when, in the sole judgment of the School (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

If the Offeror objects to any of the terms and conditions in this RFP strongly enough to propose alternative terms and conditions in spite of the above; the Offeror must propose specific alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the School and will result in disqualification of the Offeror's proposal. Offerors must provide a brief description of the purpose and impact, if any, of each proposed change followed by the specific proposed alternative writing.

p. Offeror's Terms & Conditions

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

q. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the School and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

r. Offeror Qualifications

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

s. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the

failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

t. Change in Contractor Responsibilities

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

u. Notice of Penalties

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

v. School Rights

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

w. Right to Publish

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

x. Ownership of Proposals

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

y. Confidentiality

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

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

z. Electronic Mail Address Required

Part of the communication regarding this procurement may be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence.

aa. Use of Electronic Versions of this RFP

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

Please refer to: <https://pecoscyber.org/procurement>

bb. Campaign Contribution Disclosure Form

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

cc. Disclosure Regarding Responsibility

Any prospective Offeror and any of its Principals who seek to enter into a contract greater than twenty-thousand dollars (\$20,000) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency, or local public body.
2. Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or State antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
3. Are presently indicted for, or otherwise criminally or civilly charged by any (federal, state or local) government entity with commission of any of the offenses enumerated in the second paragraph of this disclosure.
4. Having preceded this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000 of which the liability remains unsatisfied.
 - a. Taxes are considered delinquent if both of the following criteria apply:
 - i. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - ii. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
5. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The Offeror shall provide immediate written notice to the Procurement Manager if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror unresponsive. Nothing contained in the foregoing shall be construed to require establishment of a system of records

in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Procurement Manager. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the School may terminate the involved contract for cause. Still further the School may suspend or debar the contract from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the School.

dd. Conflict of Interest; Governmental Conduct Act

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

ee. Multiple Source Award

A multiple source award may be made pursuant to the Procurement Code, Sections 13- 1-110 NMSA 1978 when awards to two or more Offerors are necessary for adequate delivery of service. Pecos Cyber Academy will make the determination setting forth the reasons for a multiple source award, if determined through this RFP process that it is in the best interests of PCA and the State of New Mexico.

III. RESPONSE FORMAT AND ORGANIZATION

A. PREPARATION OF THE PROPOSAL

By submitting a proposal under this solicitation, the Offeror acknowledges that all documents requiring a signature have been reviewed and signed by a director, officer, or manager of the submitting firm who has sufficient authority, knowledge, background and understanding to fully address all matters, respond to all inquiries, and complete all documents required by the solicitation. The signature warrants information and documents provided are truthful, accurate and complete; and that the firm and the individual responsible for the submittal shall be fully responsible and bound by all information, data, certifications, disclosures, and attachments included in the RFP document and the Offeror's response.

Proposals will be submitted on either unaltered proposal forms furnished by PCA or a reasonable facsimile thereof. Telegraphic offers, electronic mailgrams or facsimile machine offers will not be considered.

The Offer, Acceptance of Offer and Contract Award (Form A) document must be submitted with an original ink signature by the person authorized to sign the same. If a company or corporation submits the proposal, an official or duly authorized agent shall sign the proposal. Powers of Attorney, which authorize agents or others to sign proposals, must be properly certified by resolution of the board of directors, attested to by the secretary of the corporation, and attached

to the proposal. Mistakes can be corrected prior to Proposal opening but must be initialed by the person signing the proposal. Corrections and modifications received after the opening time will not be accepted. In case of an error in extension of prices in the offer, unit prices will govern. Periods of time stated as a number of days will be in calendar days, not business days. It is the responsibility of all Offerors to examine the entire RFP package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting an offer.

Negligence in preparing an offer confers no right of withdrawal after due time and date. The Offeror's ability to follow the proposal preparation instructions set forth in this solicitation is considered to be an indicator of the Offeror's ability to follow instructions, should they receive an award as a result of this solicitation. Any contract between PCA and a Contractor requires the delivery of information and data. The quality of organization and writing reflected in the proposal is considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of PCA evaluators is implicit in this process.

B. NUMBER OF COPIES

1. **Technical proposals** shall contain one (1) hard copy, labeled ORIGINAL, six (6) bookmarked COPIES on USB flash drives as a single PDF containing ONLY the Technical Proposal and the scanned images of the signed forms. **The electronic copy may NOT be emailed and must be unprotected documents.**

Proposals containing confidential information must be submitted in two different forms.

2. **Cost Proposals** shall contain one (1) hard copy, labeled ORIGINAL, six (6) bookmarked COPIES on USB flash drives as a single, unprotected PDF containing ONLY the Cost Proposal. ORIGINAL and each COPY of the Cost Proposal shall be in a separate, labeled binder or flash drive and shall not be included with the TECHNICAL PROPOSAL. **The electronic copy may NOT be emailed and must be unprotected documents.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted.

The electronic version may NOT be emailed and must be unprotected documents.

The original, hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section may be deemed nonresponsive and rejected on that basis.

The proposal must be received by 3:00 PM local time (MT), on Wednesday, March 27, 2024 at Pecos Cyber Academy, % R Coker, 3112 Plaza Del Prado, Alamogordo, NM 88310.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Typewritten in standard PDF format and placed within digital files with folders labeled 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 should 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:

- a) Signed Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Experience
- e) References
- f) Response to Specifications (**except cost information which shall be included in Cost Proposal**)
- g) Response to Contract Terms and Conditions
- h) Offeror's Additional Terms and Conditions
- i) Signed Campaign Contribution Form
- j) Resident Business Certificate or Resident Veteran Business Certificate
- k) Resident Business Preference or Resident Veteran Business Preference Form
- l) Other Supporting Material (Optional)

Cost Proposal:

Completed Cost Response

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. **All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Cost Proposal on the cost response form that is created by the Offeror.**

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

2. Letter of Transmittal

Offerors' proposal must be accompanied by the Letter of Transmittal form located in Appendix C which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

- a) Identify the submitting business entity;
- b) Identify the name, title, telephone, and email address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- c) Identify the name, title, telephone, and email address of the person authorized to negotiate the contract on behalf of the organization (if different than above).
- d) Identify the names, titles, telephone and email addresses of the persons to be contacted for clarification/questions regarding proposal content.
- e) Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.

- f) Describe the relationship with any other entity which will be used in the performance of this contract award.
- g) Identify the following with a check mark and signature where required:
- h) Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- i) Acceptance of Section V of this RFP; and
- j) Acknowledge receipt of any and all amendments to this RFP.
- k) Be signed by the authorized person identified above.

3. Proposal Summary

The proposal summary must be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. TECHNICAL SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

This section is used by the School to define what they require of the Offerors.

1. Business References

Offeror shall provide a minimum of three (3) references from similar contracts performed for private institutions, local or state government, or schools within the last three years. **Offerors are required to submit Appendix D, Reference Form, to the business references they list. The business references must submit the Reference Form directly to the designee described in Section I, Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before the proposal submission deadline for inclusion in the evaluation process. Business References that are not received, or are not complete, may adversely affect the vendor's score in the evaluation process.

The Evaluation Committee may contact any or all business references for validation of information submitted. Additionally, the School reserves the right to consider any and all information available to it (outside the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Paragraph C.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client Name;
- b) Project/Contract Description;
- c) Project/Contract Dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Client project manager name, telephone number, fax number and email address.

2. Experience Offerors

- a) Provide a description of relevant experience with state government, private sector, and schools. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Ancillary Services.
- b) Indicate how many other schools have contracted for Ancillary Services in the last two years, and what percentage of business revenue is derived from providing those products and services to schools.
- c) Describe at least two successes and failures while providing Ancillary Services to clients. Include how each experience improved the Offeror's services.

3. Response to Specifications

This section should constitute the major portion of the proposal.

- A. In preparing a proposal, the Offeror must present a point-by-point response and address each relevant request for information regarding Offeror's qualifications, product descriptions, service descriptions, specifications, pricing, staffing, delivery, installation, setup, maintenance, and repair.
- B. The Offeror shall review the Qualifications, Scope of Services, Fees, and Physical Requirements of each service and note any exceptions that may apply to your firm. Should the Offeror take any "exception(s)," the item must be clearly identified, and a written explanation and justification provided. Offeror's inability or failure to meet and/or comply with items may be sufficient to render their proposal non-responsive.
 1. Monetary amounts are **NOT** to be included in Technical Proposals.
 2. A summary of the invoicing model and assurances to follow PCA fee specifications should be provided in the Fees section of the Technical Proposal.
- C. The contract shall be awarded to the Offeror whose proposal is most advantageous to PCA, taking into consideration the evaluation factors set forth in this RFP. PCA will generally award the contract based upon the best values, most responsive, responsible offers with prices and other factors considered. It is not the practice of PCA to award upon the basis of price alone.

V. SERVICES TO BE PROPOSED

Responses should address each service individually, making certain to cite which service is being addressed. Offerors may propose one, more, or all services. Each service will be scored individually and awarded based on the score for the service.

- A. Educational Diagnostician
- B. School Psychologist
- C. Speech and Language Pathologist
- D. Occupational Therapist
- E. Physical Therapist
- F. Mental Health Services to include Social Work
- G. Adaptive PE Teacher
- H. School Nursing
- I. Recreational Therapist
- J. Orientation & Mobility Service Provider
- K. Visual Impairment Teacher

- L. ASL Interpreter
- M. Behavior Management Service Provider

A. SPECIFICATIONS FOR EDUCATIONAL DIAGNOSTICIAN

PECOS CYBER ACADEMY is requesting proposals from qualified New Mexico professional licensed individuals and/or agencies to provide diagnostic, consultative and related services in the area of evaluation.

Selection of such individual(s) and/or agency to perform requested services will be based on the criteria listed below. Written proposals should address qualifications, experience, availability and fees for provisions of services outlined in scope of services.

I. ACCEPTABLE DOCUMENTATION AND QUALIFICATIONS

- A. Bachelor's Degree
- B. Master's Degree and/or Ed/S and/or Ph.D
- C. Professional License for a School Psychologist or Diagnostician from the New Mexico Regulation and Licensing Department.
- D. Medicaid Number with which the provider can affiliate.
- E. National Provider Identification number
- F. New Mexico Public Education Department License
- G. Malpractice or Liability insurance
- H. Fingerprint/Background check with PCA school code
- I. Within 14 calendar day of contract award, provide proof of child abuse workshop.

II. SCOPE OF SERVICES

- A. The provider will review referral information, previous educational diagnostic information, family and school history. The provider will administer psycho-educational assessments. Test administration should include non - biased assessment and be administered in the student's primary language, if appropriate. Contract provider will supply all necessary diagnostic instruments.
- B. Complete routine reports and tasks promptly and efficiently
 - 1. Complete REED
 - 2. Complete EDT paperwork
 - 3. Complete PWN
 - 4. Track compliance with initials and 3 year re-evaluations.
 - 5. Review of SAT files
- C. Participates in student planning and program development
- D. Implements individual student programs when appropriate
- E. Demonstrates a willingness to examine and implement change as appropriate
- F. Works productively with colleagues, parents, and student
- G. Demonstrates accurate knowledge of field

- H. Demonstrates appropriate assessment techniques and procedures
- I. Demonstrates a professional demeanor as defined by the Code of Ethics of the education profession
- J. Provides service according to business hours specified in RFP.

III. FEES (Monetary Amounts to be included in Cost Proposal only)

- A. Evaluation, Test Interpretation and Program Development as part of the EDT/IEP as outlined in Section II – a, b, c & d to be paid on a flat evaluation rate or hourly rates, which may include time outside of the contract work day. Protocols provided by diagnostician.
- B. Consultation, Staff/Parent Education outside of the contracted school day will be based on an hourly rate.
- C. Fees must include all taxes, per diem, and other fees as applicable.
- D. An itemized invoice must be submitted for payment. Payments; will be paid within 30 days of receipt of invoice.

IV. PHYSICAL REQUIREMENTS

Ability to perform the job and access the environment for which you are hired. Use of a webcam is required for demonstrating to students, given the virtual environment of PCA.

The following may be required: Sitting, standing, lifting, moving about the room or school carrying (up to 50 pounds), reaching, squatting, kneeling, prolonged typing, physical ability to type on a keyboard terminal and moving light furniture.

V. CONTRACTUAL AWARD

Awarded contracts may be renewed annually up to three (3) additional years upon written consent of both parties

B. SPECIFICATIONS FOR SCHOOL PSYCHOLOGIST

PECOS CYBER ACADEMY is requesting proposals from qualified New Mexico professional licensed individuals and/or agencies to provide diagnostic, consultative and related services in the area of mental health services and/or evaluations.

Selection of such individual(s) and/or agency to perform requested services will be based on the criteria listed below. Written proposals should address qualifications, experience, availability and fees for provisions of services outlined in scope of services.

I. ACCEPTABLE DOCUMENTATION AND QUALIFICATIONS

- A. Bachelor's Degree
- B. Master's Degree and/or Ed/S and/or Ph/D

- C. Professional License for a School Psychologist from the New Mexico Regulation and Licensing Department.
- D. Medicaid Number with which the provider can affiliate.
- E. National Provider Identification number
- F. New Mexico Public Education Department License
- G. Malpractice or Liability insurance
- H. Fingerprint/Background check with PCA school code
- I. Within 14 calendar day of contract award, provide proof of child abuse workshop.

II. SCOPE OF SERVICES

- A. Evaluation - The provider will review referral information, previous educational diagnostic information, family and school history. The provider will administer psychological assessments. Test administration should include non - biased assessment and be administered in the student's primary language, if appropriate.
- B. Test Interpretation - The provider will participate in EDT/IEP for the purpose of explaining test results to parents and to school personnel, making recommendations regarding the educational needs of the student and/or of the family regarding the student. The provider will summarize findings and submit evaluation reports of test data, conclusions and recommendations
- C. Educational Program Development – The provider will consult with the Director of Special Education and designated staff on an as needed basis for the purpose of on-going development of programs
- D. Consultation – The provider may consult with district and or school personnel regarding program implementation and interventions. The provider may also coordinate the provision of the therapeutic services either through direct student contact as defined in student IEP'S and/or through collaboration with mental health counselors or school social workers.
- E. Staff/Parent Education – The provider will conduct staff development and/or parent education as coordinated with the Director of Special Education on such topics as the ED student population, ADD/ADHD, Autism Spectrum Disorder, Tourette's syndrome, and/or other relevant topics. Audiences may include special education teachers, general education teachers, educational assistants, diagnostic staff, administrators, parents or general public.
- F. Personnel – The provider will assure that licensed personnel assume responsibilities as scheduled per agreement with the Director of Special Education. The provider agrees that all personnel and individuals providing services will be protected by Workmen's Compensation, professional liability insurance and other coverage as required by law.

III. FEES (Monetary Amounts to be included in Cost Proposal only)

- A. Evaluation, Test Interpretation and program development as part of the EDT/IEP as outlined in Section II – a, b, c & d to be paid on a flat evaluation rate or hourly costs, which may include time outside of the contract work day. Protocols provided by psychologists.

- B. Consultation, Staff/Parent Education outside of the contracted school day will be based on an hourly rate.
- C. Fees must include all taxes, per diem and other fees as applicable.
- D. An itemized invoice must be submitted for payment. Payments; will be paid within 30 days of receipt of invoice.

IV. PHYSICAL REQUIREMENTS

Ability to perform the job and access the environment for which you are hired. Use of a webcam is required for demonstrating to students, given the virtual environment of PCA.

The following may be required: Sitting, standing, lifting, moving about the room or school carrying (up to 50 pounds), reaching, squatting, kneeling, prolonged typing, physical ability to type on a keyboard terminal and moving light furniture.

V. CONTRACTUAL AWARD

Awarded contracts may be renewed annually up to three (3) additional years upon written consent of both parties.

C. SPECIFICATIONS FOR SPEECH AND LANGUAGE PATHOLOGIST

PECOS CYBER ACADEMY is requesting proposals from qualified New Mexico professional licensed individuals and/or agencies to provide diagnostic, consultative and related services in the area of speech and language.

Selection of such individual(s) and/or agency to perform requested services will be based on the criteria listed below. Written proposals should address qualifications, experience, availability and fees for provisions of services outlined in scope of services.

I. ACCEPTABLE DOCUMENTATION AND QUALIFICATIONS

- A. Bachelor's Degree
- B. Master's Degree
- C. Professional License for a Speech Language Pathologist from the New Mexico Regulation and Licensing Department.
- D. Medicaid Number with which the provider can affiliate.
- E. National Provider Identification number
- F. New Mexico Public Education Department License
- G. Malpractice or Liability insurance
- H. Fingerprint/Background check with PCA school code
- I. Within 14 calendar day of contract award, provide proof of child abuse workshop.

II. SCOPE OF SERVICES

- A. Screening, evaluation, educational program and transition planning
- B. Therapeutic intervention (Group or Individual), including Medicaid billing
- C. Complete routine reports and tasks promptly and efficiently
- D. Participate in student planning and program development
- E. Demonstrates a willingness to examine and implement change as appropriate
- F. Works productively with colleagues, parents, and students
- G. Demonstrates accurate knowledge of field
- H. Demonstrates appropriate assessment techniques and procedures
- I. Possess and use current technology for instruction and management needs in a virtual setting.
- J. Demonstrates a professional demeanor as defined by the Code of Ethics of the education profession
- K. Provides service according to business hours specified in RFP.

III. FEES (Monetary Amounts to be included in Cost Proposal only)

- A. Evaluation, Test Interpretation and program development as part of the EDT/IEP as outlined in Section II – a, b, c, d, e to be paid on a flat evaluation rate or hourly costs, which may include time outside of the contract workday. Protocols provided by speech language pathologists.
- B. Screening
- C. Charge for No Shows
- D. Charge for attending IEP meetings
- E. Consultation, Staff/Parent Education outside of the contracted school day will be based on an hourly rate.
- F. Fees must include all taxes, per diem and other fees as applicable.
- G. An itemized invoice must be submitted for payment. Payments; will be paid within 30 days of receipt of invoice.

IV. PHYSICAL REQUIREMENTS:

Ability to perform the job and access the environment for which you are hired. Use of a webcam is required for demonstrating to students, given the virtual environment of PCA.

The following may be required: Sitting, standing, lifting, moving about the room or school carrying (up to 50 pounds), reaching, squatting, kneeling, prolonged typing, physical ability to type on a keyboard terminal and moving light furniture.

V. CONTRACTUAL AWARD

Awarded contracts may be renewed annually up to three (3) additional years upon written consent of both parties.

D. SPECIFICATIONS FOR OCCUPATIONAL THERAPIST

PECOS CYBER ACADEMY is requesting proposals from qualified New Mexico professional licensed individuals and/or agencies to provide diagnostic, consultative and related services in the area of occupational therapy.

Selection of such individual(s) and/or agency to perform requested services will be based on the criteria listed below. Written proposals should address qualifications, experience, availability and fees for provisions of services outlined in scope of services.

Occupational therapists lead the process in development, implementation and coordination of the occupational therapy program. Professional judgment and clinical knowledge are used to develop individualized programming based on occupational performance deficits in the areas of personal care, student role, interaction skills, process skills, play, community integration/work/curriculum and graphic communication. Direct supervision may be exercised over support personnel, such as certified occupational therapy assistants.

I. ACCEPTABLE DOCUMENTATION AND QUALIFICATIONS

- A. Bachelor's Degree
- B. Master's Degree and/or Ph.D
- C. Professional License for an Occupational Therapist from the New Mexico Regulation and Licensing Department.
- D. Medicaid Number with which the provider can affiliate.
- E. National Provider Identification number
- F. New Mexico Public Education Department License
- G. Malpractice or Liability insurance
- H. Fingerprint/Background check with PCA school code
- I. COTA will be a lower rate and will only be considered if necessary

II. SCOPE OF SERVICES

- A. Screening, evaluation, educational program and transition planning
- B. Therapeutic intervention (Group or Individual), including Medicaid billing
- C. Provides assistance to teachers and/or students by developing occupationally based intervention plans based on student needs and evaluation results.
- D. Evaluates the student's ability and formulates the students' occupation profile through a variety of functional, behavioral and standardized assessments, skilled observation, checklist, histories and interviews.
- E. Synthesized evaluation results into a comprehensive written report, which reflects strengths and barriers to student participation in the educational environment and guides evidence-based intervention.

- F. Exit planning to be provided for students identified as mastering goals/objectives.
- G. Respond to students as individuals, display a desire to work with students and serve as a role model.
- H. Uses current technology for instruction and management needs.
- I. Consults with the school-based team to achieve student outcomes.
- J. Educates students, educational personnel and family to facilitate skills in areas of occupational therapy as well as health maintenance and safety.
- K. Provides service according to business hours specified in RFP.

III. FEES (Monetary Amounts to be included in Cost Proposal only)

- A. Screening, Evaluation, Test Interpretation and program development as part of the EDT/IEP as outlined in Section II – a, b, c, d, e, & f to be paid on a flat evaluation rate or hourly costs, which may include time outside of the contract workday. Protocols provided by Occupational Therapists.
- B. Consultation, Staff/Parent Education outside of the contracted school day will be based on an hourly rate.
- C. Fees must include all taxes, per diem and other fees as applicable.
- D. An itemized invoice must be submitted for payment. Payments; will be paid within 30 days of receipt of invoice.

IV. PHYSICAL REQUIREMENTS

Ability to perform the job and access the environment for which you are hired. Use of a webcam is required for demonstrating to students, given the virtual environment of PCA.

The following may be required: Sitting, standing, lifting, moving about the room or school carrying (up to 50 pounds), reaching, squatting, kneeling, prolonged typing, physical ability to type on a keyboard terminal and moving light furniture.

V. CONTRACTUAL AWARD

Awarded contracts may be renewed annually up to three (3) additional years upon written consent of both parties

E. SPECIFICATIONS FOR PHYSICAL THERAPIST

PECOS CYBER ACADEMY is requesting proposals from qualified New Mexico professional licensed individuals and/or agencies to provide diagnostic, consultative and related services in the area of physical therapy.

Selection of such individual(s) and/or agency to perform requested services will be based on the criteria listed below. Written proposals should address qualifications, experience, availability and fees for provisions of services outlined in scope of services.

Physical therapists lead the process in development, implementation and coordination of the physical therapy program. Professional judgment and clinical knowledge are used to develop individualized programming based on physical therapy performance deficits in the areas of mobility or gross motor skills. Direct supervision may be exercised over support personnel, such as certified physical therapy assistants.

I. ACCEPTABLE DOCUMENTATION AND QUALIFICATIONS

- A. Bachelor's Degree
- B. Master's Degree and/or Ph.D
- C. Professional License for an Physical Therapist from New Mexico Regulation and Licensing Department.
- D. Medicaid Number with which the provider can affiliate.
- E. National Provider Identification number
- F. New Mexico Public Education Department License
- G. Fingerprint/Background check with PCA school code
- H. PTA will be a lower rate and will only be considered if necessary

II. SCOPE OF SERVICES

- A. Screening, evaluation, educational program and transition planning
- B. Therapeutic intervention (Group or Individual), including Medicaid billing
- C. Provides assistance to teachers and/or students by developing mental health based intervention plans based on student needs and evaluation results.
- D. Evaluates the student's ability and formulates the students' mental health profile through a variety of functional, behavioral and standardized assessments, skilled observation, checklist, histories and interviews.
- E. Synthesized evaluation results into a comprehensive written report, which reflects strengths and barriers to student participation in the educational environment and guides evidence-based intervention.
- F. Exit planning to be provided for students identified as mastering goals/objectives.
- G. Respond to students as individuals, display a desire to work with students and serve as a role model.
- H. Uses current technology for instruction and management needs.
- I. Consults with the school-based team to achieve student outcomes.
- J. Educates students, educational personnel and family to facilitate skills in areas of mental health therapy as well as emotional maintenance and safety.
- K. Provides service according to business hours specified in RFP.

III. FEES (Monetary Amounts to be included in Cost Proposal only)

- A. Screening, Evaluation, Test Interpretation and program development as part of the EDT/IEP as

outlined in Section II – a, b, c, d, e, & f to be paid on a flat evaluation rate or hourly costs, which may include time outside of the contract workday. Protocols provided by Physical Therapists.

- B. Consultation, Staff/Parent Education outside of the contracted school day will be based on an hourly rate.
- C. Fees must include all taxes, per diem and other fees as applicable.
- D. An itemized invoice must be submitted for payment. Payments; will be paid within 30 days of receipt of invoice.

IV. PHYSICAL REQUIREMENTS

Ability to perform the job and access the environment for which you are hired. Use of a webcam is required for demonstrating to students, given the virtual environment of PCA.

The following may be required: Sitting, standing, lifting, moving about the room or school carrying (up to 50 pounds), reaching, squatting, kneeling, prolonged typing, physical ability to type on a keyboard terminal and moving light furniture.

V. CONTRACTUAL AWARD

Awarded contracts may be renewed annually up to three (3) additional years upon written consent of both parties

F. SPECIFICATIONS FOR MENTAL HEALTH COUNSELOR/THERAPIST including SOCIAL WORK

PECOS CYBER ACADEMY is requesting proposals from qualified New Mexico professional licensed individuals and/or agencies to provide diagnostic, consultative and related services in the area of mental health support.

Selection of such individual(s) and/or agency to perform requested services will be based on the criteria listed below. Written proposals should address qualifications, experience, availability and fees for provisions of services outlined in scope of services.

Mental Health therapists lead the process in development, implementation and coordination of the mental health therapy program. Professional judgment and clinical knowledge are used to develop individualized programming based on mental health performance deficits in emotional, psychological, or social well-being of students in their progress towards school success.

I. ACCEPTABLE DOCUMENTATION AND QUALIFICATIONS

- A. Bachelor's Degree
- B. Master's Degree and/or Ph.D
- C. Professional License for a Social Worker or Mental Health Therapist from the New Mexico Regulation and Licensing Department.
- D. Medicaid Number with which the provider can affiliate.

- E. National Provider Identification number
- F. New Mexico Public Education Department License
- G. Malpractice or Liability insurance
- H. Fingerprint/Background check with PCA school code
- I. Within 14 calendar day of contract award, provide proof of child abuse workshop.

II. SCOPE OF SERVICES

- A. Screening, evaluation, educational program and transition planning
- B. Therapeutic intervention (Group or Individual), including Medicaid billing
- C. Provides assistance to teachers and/or students by developing occupationally based intervention plans based on student needs and evaluation results.
- D. Evaluates the student's ability and formulates the students' occupation profile through a variety of functional, behavioral and standardized assessments, skilled observation, checklist, histories and interviews.
- E. Synthesized evaluation results into a comprehensive written report, which reflects strengths and barriers to student participation in the educational environment and guides evidence-based intervention.
- F. Exit planning to be provided for students identified as mastering goals/objectives.
- G. Respond to students as individuals, display a desire to work with students and serve as a role model.
- H. Uses current technology for instruction and management needs.
- I. Consults with the school-based team to achieve student outcomes.
- J. Educates students, educational personnel and family to facilitate skills in areas of occupational therapy as well as health maintenance and safety.
- K. Provides service according to business hours specified in RFP.

III. FEES (Monetary Amounts to be included in Cost Proposal only)

- A. Screening, Evaluation, Test Interpretation and program development as part of the EDT/IEP as outlined in Section II – a, b, c, d, e, & f to be paid on a flat evaluation rate or hourly costs, which may include time outside of the contract workday. Protocols provided by Occupational Therapist.
- B. Consultation, Staff/Parent Education outside of the contracted school day will be based on an hourly rate.
- C. Fees must include all taxes, per diem and other fees as applicable.
- D. An itemized invoice must be submitted for payment. Payments; will be paid within 30 days of receipt of invoice.

IV. PHYSICAL REQUIREMENTS

Ability to perform the job and access the environment for which you are hired. Use of a webcam is required for demonstrating to students, given the virtual environment of PCA.

The following may be required: Sitting, standing, lifting, moving about the room or school carrying (up to 50 pounds), reaching, squatting, kneeling, prolonged typing, physical ability to type on a keyboard terminal and moving light furniture.

V. CONTRACTUAL AWARD

Awarded contracts may be renewed annually up to three (3) additional years upon written consent of both parties

G. ADAPTIVE PE TEACHER

PECOS CYBER ACADEMY is requesting proposals from qualified New Mexico professional licensed individuals and/or agencies to provide diagnostic, consultative and related services in the area of Adaptive PE.

Selection of such individual(s) and/or agency to perform requested services will be based on the criteria listed below. Written proposals should address qualifications, experience, availability and fees for provisions of services outlined in scope of services.

I. ACCEPTABLE DOCUMENTATION AND QUALIFICATIONS

- A. Bachelor's Degree
- B. Master's Degree
- C. Professional License for Adaptive Physical Education from the New Mexico Regulation and Licensing Department.
- D. Medicaid Number with which the provider can affiliate.
- E. National Provider Identification number
- F. New Mexico Public Education Department License
- G. Malpractice or Liability insurance
- H. Fingerprint/Background check with PCA school code

II. SCOPE OF SERVICES

- A. Screening, evaluation, educational program and transition planning
- B. Therapeutic intervention (Group or Individual), including Medicaid billing
- C. Complete routine reports and tasks promptly and efficiently
- D. Participate in student planning and program development
- E. Demonstrates a willingness to examine and implement change as appropriate
- F. Works productively with colleagues, parents, and students
- G. Demonstrates accurate knowledge of field
- H. Demonstrates appropriate assessment techniques and procedures
- I. Possess and use current technology for instruction and management needs in a virtual

setting.

- J. Demonstrates a professional demeanor as defined by the Code of Ethics of the education profession
- K. Provides service according to business hours specified in RFP.

III. FEES (Monetary Amounts to be included in Cost Proposal only)

- A. Evaluation, Test Interpretation and program development as part of the EDT/IEP as outlined in Section II – a, b, c, d, e to be paid on a flat evaluation rate or hourly costs, which may include time outside of the contract workday. Protocols provided by Adaptive PE teacher.
- B. Screening
- C. Charge for No Shows
- D. Charge for attending IEP meetings
- E. Consultation, Staff/Parent Education outside of the contracted school day will be based on an hourly rate.
- F. Fees must include all taxes, per diem and other fees as applicable.
- G. An itemized invoice must be submitted for payment. Payments; will be paid within 30 days of receipt of invoice.

IV. PHYSICAL REQUIREMENTS:

Ability to perform the job and access the environment for which you are hired. Use of a webcam is required for demonstrating to students, given the virtual environment of PCA.

The following may be required: Sitting, standing, lifting, moving about the room or school carrying (up to 50 pounds), reaching, squatting, kneeling, prolonged typing, physical ability to type on a keyboard terminal and moving light furniture.

V. CONTRACTUAL AWARD

Awarded contracts may be renewed annually up to three (3) additional years upon written consent of both parties.

H. SPECIFICATIONS FOR SCHOOL NURSE

PECOS CYBER ACADEMY is requesting proposals from qualified New Mexico professional licensed individuals and/or agencies to provide diagnostic, consultative and related services in the area of School Nursing.

Selection of such individual(s) and/or agency to perform requested services will be based on the criteria listed below. Written proposals should address qualifications, experience, availability and fees for provisions of services outlined in scope of services.

I. ACCEPTABLE DOCUMENTATION AND QUALIFICATIONS

- A. Bachelor's Degree
- B. Master's Degree
- C. Professional License for Nursing from the New Mexico Regulation and Licensing Department.
- D. Medicaid Number with which the provider can affiliate.
- E. National Provider Identification number
- F. Malpractice or Liability insurance
- G. Fingerprint/Background check with PCA school code

II. SCOPE OF SERVICES

- A. Assist with medical screenings across NM, review of records, health and emergency plan creation and management
- B. File management, including Medicaid billing
- C. Complete routine reports and tasks promptly and efficiently
- D. Participate in student planning and program development
- E. Demonstrates a willingness to examine and implement change as appropriate
- F. Works productively with colleagues, parents, and students
- G. Demonstrates accurate knowledge of field
- H. Demonstrates appropriate assessment techniques and procedures
- I. Possess and use current technology for instruction and management needs in a virtual setting.
- J. Demonstrates a professional demeanor as defined by the Code of Ethics of the education profession
- K. Provides service according to business hours specified in RFP.

III. FEES (Monetary Amounts to be included in Cost Proposal only)

- A. Medical documents Interpretation and plan development or renewal as part of the EDT/IEP as outlined in Section II – a, b, c, d, e to be paid on a flat task rate or hourly costs, which may include time outside of the contract workday.
- B. Charge for attending IEP meetings
- C. Consultation, Staff/Parent Education outside of the contracted school day will be based on an hourly rate.
- D. Fees must include all taxes, per diem and other fees as applicable.
- E. An itemized invoice must be submitted for payment. Payments; will be paid within 30 days of receipt of invoice.

IV. PHYSICAL REQUIREMENTS:

Ability to perform the job and access the environment for which you are hired. Use of a webcam is required for demonstrating to students, given the virtual environment of PCA.

The following may be required: Sitting, standing, lifting, moving about the room or school

carrying (up to 50 pounds), reaching, squatting, kneeling, prolonged typing, physical ability to type on a keyboard terminal and moving light furniture.

V. CONTRACTUAL AWARD

Awarded contracts may be renewed annually up to three (3) additional years upon written consent of both parties.

C. SPECIFICATIONS FOR RECREATIONAL THERAPIST

PECOS CYBER ACADEMY is requesting proposals from qualified New Mexico professional licensed individuals and/or agencies to provide diagnostic, consultative and related services in the area of recreational therapy.

Selection of such individual(s) and/or agency to perform requested services will be based on the criteria listed below. Written proposals should address qualifications, experience, availability and fees for provisions of services outlined in scope of services.

I. ACCEPTABLE DOCUMENTATION AND QUALIFICATIONS

- A. Bachelor's Degree
- B. Master's Degree
- C. Professional License for a Recreational Therapist from the New Mexico Regulation and Licensing Department.
- D. Medicaid Number with which the provider can affiliate.
- E. National Provider Identification number
- F. New Mexico Public Education Department License
- G. Malpractice or Liability insurance
- H. Fingerprint/Background check with PCA school code

II. SCOPE OF SERVICES

- A. Screening, evaluation, educational program and transition planning
- B. Therapeutic intervention (Group or Individual), including Medicaid billing
- C. Complete routine reports and tasks promptly and efficiently
- D. Participate in student planning and program development
- E. Demonstrates a willingness to examine and implement change as appropriate
- F. Works productively with colleagues, parents, and students
- G. Demonstrates accurate knowledge of field
- H. Demonstrates appropriate assessment techniques and procedures
- I. Possess and use current technology for instruction and management needs in a virtual setting.
- J. Demonstrates a professional demeanor as defined by the Code of Ethics of the education profession
- K. Provides service according to business hours specified in RFP.

III. FEES (Monetary Amounts to be included in Cost Proposal only)

- A. Evaluation, Test Interpretation and program development as part of the EDT/IEP as outlined in Section II – a, b, c, d, e to be paid on a flat evaluation rate or hourly costs, which may include time outside of the contract workday. Protocols provided by recreational therapist.
- B. Screening
- C. Charge for No Shows
- D. Charge for attending IEP meetings
- E. Consultation, Staff/Parent Education outside of the contracted school day will be based on an hourly rate.
- F. Fees must include all taxes, per diem and other fees as applicable.
- G. An itemized invoice must be submitted for payment. Payments; will be paid within 30 days of receipt of invoice.

IV. PHYSICAL REQUIREMENTS:

Ability to perform the job and access the environment for which you are hired. Use of a webcam is required for demonstrating to students, given the virtual environment of PCA.

The following may be required: Sitting, standing, lifting, moving about the room or school carrying (up to 50 pounds), reaching, squatting, kneeling, prolonged typing, physical ability to type on a keyboard terminal and moving light furniture.

V. CONTRACTUAL AWARD

Awarded contracts may be renewed annually up to three (3) additional years upon written consent of both parties.

J. SPECIFICATIONS FOR ORIENTATION & MOBILITY SPECIALIST

PECOS CYBER ACADEMY is requesting proposals from qualified New Mexico professional licensed individuals and/or agencies to provide diagnostic, consultative and related services in the area of orientation and mobility. .

Selection of such individual(s) and/or agency to perform requested services will be based on the criteria listed below. Written proposals should address qualifications, experience, availability and fees for provisions of services outlined in scope of services.

I. ACCEPTABLE DOCUMENTATION AND QUALIFICATIONS

- A. Bachelor's Degree
- B. Master's Degree
- C. Professional License for an O&M Specialist from the New Mexico Regulation and Licensing Department.
- D. Medicaid Number with which the provider can affiliate.

- E. National Provider Identification number
- F. New Mexico Public Education Department License
- G. Malpractice or Liability insurance
- H. Fingerprint/Background check with PCA school code

II. SCOPE OF SERVICES

- A. Screening, evaluation, educational program and transition planning
- B. Therapeutic intervention (Group or Individual), including Medicaid billing
- C. Complete routine reports and tasks promptly and efficiently
- D. Participate in student planning and program development
- E. Demonstrates a willingness to examine and implement change as appropriate
- F. Works productively with colleagues, parents, and students
- G. Demonstrates accurate knowledge of field
- H. Demonstrates appropriate assessment techniques and procedures
- I. Possess and use current technology for instruction and management needs in a virtual setting.
- J. Demonstrates a professional demeanor as defined by the Code of Ethics of the education profession
- K. Provides service according to business hours specified in RFP.

III. FEES (Monetary Amounts to be included in Cost Proposal only)

- A. Evaluation, Test Interpretation and program development as part of the EDT/IEP as outlined in Section II – a, b, c, d, e to be paid on a flat evaluation rate or hourly costs, which may include time outside of the contract workday. Protocols provided by O&M Specialist
- B. Screening
- C. Charge for No Shows
- D. Charge for attending IEP meetings
- E. Consultation, Staff/Parent Education outside of the contracted school day will be based on an hourly rate.
- F. Fees must include all taxes, per diem and other fees as applicable.
- G. An itemized invoice must be submitted for payment. Payments; will be paid within 30 days of receipt of invoice.

IV. PHYSICAL REQUIREMENTS:

Ability to perform the job and access the environment for which you are hired. Use of a webcam is required for demonstrating to students, given the virtual environment of PCA.

The following may be required: Sitting, standing, lifting, moving about the room or school carrying (up to 50 pounds), reaching, squatting, kneeling, prolonged typing, physical ability to type on a keyboard terminal and moving light furniture.

V. CONTRACTUAL AWARD

Awarded contracts may be renewed annually up to three (3) additional years upon written consent of both parties.

K. SPECIFICATIONS FOR VISUAL IMPAIRMENT TEACHER

PECOS CYBER ACADEMY is requesting proposals from qualified New Mexico professional licensed individuals and/or agencies to provide diagnostic, consultative and related services in the area of Visual Impairment Teaching.

Selection of such individual(s) and/or agency to perform requested services will be based on the criteria listed below. Written proposals should address qualifications, experience, availability and fees for provisions of services outlined in scope of services.

I. ACCEPTABLE DOCUMENTATION AND QUALIFICATIONS

- A. Bachelor's Degree
- B. Master's Degree
- C. Professional License for a Visual Impairment Teacher from the New Mexico Regulation and Licensing Department.
- D. Medicaid Number with which the provider can affiliate.
- E. National Provider Identification number
- F. New Mexico Public Education Department License
- G. Malpractice or Liability insurance
- H. Fingerprint/Background check with PCA school code

II. SCOPE OF SERVICES

- A. Screening, evaluation, educational program and transition planning
- B. Therapeutic intervention (Group or Individual), including Medicaid billing
- C. Complete routine reports and tasks promptly and efficiently
- D. Participate in student planning and program development
- E. Demonstrates a willingness to examine and implement change as appropriate
- F. Works productively with colleagues, parents, and students
- G. Demonstrates accurate knowledge of field
- H. Demonstrates appropriate assessment techniques and procedures
- I. Possess and use current technology for instruction and management needs in a virtual setting.
- J. Demonstrates a professional demeanor as defined by the Code of Ethics of the education profession
- K. Provides service according to business hours specified in RFP.

III. FEES (Monetary Amounts to be included in Cost Proposal only)

- A. Material and program development and provide specialized instruction as part of the EDT/IEP as outlined in Section II – a, b, c, d, e to be paid on a flat task rate or hourly costs, which may include time outside of the contract workday.
- B. Support assistive technology
- C. Charge for No Shows
- D. Charge for attending IEP meetings
- E. Consultation, Staff/Parent Education outside of the contracted school day will be based on an hourly rate.
- F. Fees must include all taxes, per diem and other fees as applicable.
- G. An itemized invoice must be submitted for payment. Payments; will be paid within 30 days of receipt of invoice.

IV. PHYSICAL REQUIREMENTS:

Ability to perform the job and access the environment for which you are hired. Use of a webcam is required for demonstrating to students, given the virtual environment of PCA.

The following may be required: Sitting, standing, lifting, moving about the room or school carrying (up to 50 pounds), reaching, squatting, kneeling, prolonged typing, physical ability to type on a keyboard terminal and moving light furniture.

V. CONTRACTUAL AWARD

Awarded contracts may be renewed annually up to three (3) additional years upon written consent of both parties.

L. SPECIFICATIONS FOR ASL INTERPRETER

PECOS CYBER ACADEMY is requesting proposals from qualified New Mexico professional licensed individuals and/or agencies to provide diagnostic, consultative and related services in the area of ASL Interpretation.

Selection of such individual(s) and/or agency to perform requested services will be based on the criteria listed below. Written proposals should address qualifications, experience, availability and fees for provisions of services outlined in scope of services.

I. ACCEPTABLE DOCUMENTATION AND QUALIFICATIONS

- A. Bachelor's Degree
- B. Professional License for an ASL Interpreter from the New Mexico Regulation and Licensing Department.
- C. Medicaid Number with which the provider can affiliate.
- D. National Provider Identification number

- E. New Mexico Public Education Department License
- F. Malpractice or Liability insurance
- G. Fingerprint/Background check with PCA school code

II. SCOPE OF SERVICES

- A. Participation in educational program and transition planning
- B. Data documentation (Group or Individual), including Medicaid billing
- C. Complete routine reports and tasks promptly and efficiently
- D. Participate in student planning and program development
- E. Demonstrates a willingness to examine and implement change as appropriate
- F. Works productively with colleagues, parents, and students
- G. Demonstrates accurate knowledge of field
- H. Demonstrates appropriate assessment techniques and procedures
- I. Possess and use current technology for support and management needs in a virtual setting.
- J. Demonstrates a professional demeanor as defined by the Code of Ethics of the education profession
- K. Provides service according to business hours specified in RFP.

III. FEES (Monetary Amounts to be included in Cost Proposal only)

- A. Program participation as part of the EDT/IEP as outlined in Section II – a, b, c, d, e to be paid on a flat task rate or hourly costs, which may include time outside of the contract workday.
- C. Charge for attending IEP meetings
- D. Consultation, Staff/Parent Education outside of the contracted school day will be based on an hourly rate.
- E. Fees must include all taxes, per diem and other fees as applicable.
- F. An itemized invoice must be submitted for payment. Payments; will be paid within 30 days of receipt of invoice.

IV. PHYSICAL REQUIREMENTS:

Ability to perform the job and access the environment for which you are hired. Use of a webcam is required for demonstrating to students, given the virtual environment of PCA.

The following may be required: Sitting, standing, lifting, moving about the room or school carrying (up to 50 pounds), reaching, squatting, kneeling, prolonged typing, physical ability to type on a keyboard terminal and moving light furniture.

V. CONTRACTUAL AWARD

Awarded contracts may be renewed annually up to three (3) additional years upon written consent of both parties.

M. SPECIFICATIONS FOR BEHAVIOR MANAGEMENT SPECIALIST

PECOS CYBER ACADEMY is requesting proposals from qualified New Mexico professional licensed individuals and/or agencies to provide diagnostic, consultative and related services in the area of Behavior Management.

Selection of such individual(s) and/or agency to perform requested services will be based on the criteria listed below. Written proposals should address qualifications, experience, availability and fees for provisions of services outlined in scope of services.

I. ACCEPTABLE DOCUMENTATION AND QUALIFICATIONS

- A. Bachelor's Degree
- B. Master's Degree
- C. Professional License for a Behavior Specialist from the New Mexico Regulation and Licensing Department.
- D. Medicaid Number with which the provider can affiliate.
- E. National Provider Identification number
- F. New Mexico Public Education Department License
- G. Malpractice or Liability insurance
- H. Fingerprint/Background check with PCA school code

II. SCOPE OF SERVICES

- A. Screening, evaluation, educational program and transition planning
- B. Therapeutic intervention (Group or Individual), including Medicaid billing
- C. Complete routine reports and tasks promptly and efficiently
- D. Participate in student planning and program development
- E. Demonstrates a willingness to examine and implement change as appropriate
- F. Works productively with colleagues, parents, and students
- G. Demonstrates accurate knowledge of field
- H. Demonstrates appropriate assessment techniques and procedures
- I. Possess and use current technology for instruction and management needs in a virtual setting.
- J. Demonstrates a professional demeanor as defined by the Code of Ethics of the education profession
- K. Provides service according to business hours specified in RFP.

III. FEES (Monetary Amounts to be included in Cost Proposal only)

- A. Evaluation, Test Interpretation and program development as part of the EDT/IEP as outlined in Section II – a, b, c, d, e to be paid on a flat evaluation rate or hourly costs, which may

- include time outside of the contract workday. Protocols provided by Behavior Specialist
- B. Screening
- C. Charge for No Shows
- D. Charge for attending IEP meetings
- E. Consultation, Staff/Parent Education outside of the contracted school day will be based on an hourly rate.
- F. Fees must include all taxes, per diem and other fees as applicable.
- G. An itemized invoice must be submitted for payment. Payments; will be paid within 30 days of receipt of invoice.

IV. PHYSICAL REQUIREMENTS:

Ability to perform the job and access the environment for which you are hired. Use of a webcam is required for demonstrating to students, given the virtual environment of PCA.

The following may be required: Sitting, standing, lifting, moving about the room or school carrying (up to 50 pounds), reaching, squatting, kneeling, prolonged typing, physical ability to type on a keyboard terminal and moving light furniture.

V. CONTRACTUAL AWARD

Awarded contracts may be renewed annually up to three (3) additional years upon written consent of both parties.

VI. EVALUATION

A. POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used by the Evaluation Committee in the evaluation of individual potential Offeror proposals by sub-category.

Factor	Points Available
Qualifications	15 points
Experience	15 points
Response to Specifications	25 points
References	15 points
Cost	30 points
TOTAL	150 points

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. Qualifications

Points will be awarded based on the ability of the Offeror to meet minimum qualifications required for the position and by NMPED. Specifically, the Offeror will be evaluated on the qualifications to perform the work described in the RFP including, but not limited to, demonstrated qualifications for providing services in the State of New Mexico.

2. Experience

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response. Specifically, the Offeror will be evaluated on the capacity to perform the work described in the RFP including, but not limited to, demonstrated experience providing services for like programs and overall success in their implementation, the commitment of the organization as a whole to the successful delivery and implementation of the program, and the ability to meet evolving needs of the state's assessment system as necessary.

3. References

Points will be awarded based upon an evaluation of the responses to the Organizational Reference Questionnaire. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

4. Response to Specifications

Mandatory specifications are stipulated in the Scope of Services. Points will be awarded based on the Offeror's ability to provide all necessary products and services to meet the mandatory specifications enumerated in the Detailed Scope of Work. Proposals shall respond to each specification in the Scope of Services.

5. Cost

The Price Proposal must be submitted separate from the technical proposal. It must be marked the same as the technical proposal and include the wording "PRICE PROPOSAL".
Completed Appendix F

C. EVALUATION PROCESS

All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

The Procurement Manager may contact the Offeror for clarification of the response as specified in

Section II, Paragraph B.

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.

Responsive proposals will be evaluated on the factors which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the School taking into consideration the evaluation factors will be recommended for an award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of the overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Assistant no later than March 8, 2024. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive any RFP amendments, if any are issued.

Organization:

Represented By:

Title: Phone Number:

Email:

Fax Number:

Address:

City:

State:

Zip Code:

Signature:

Date:

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

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

Name: Robbi Coker

Email Address: rcoker@pecosca.us

Reference: RFP, PCA Ancillary Services (Virtual)

APPENDIX B

Campaign Contribution Disclosure Form

Pursuant to NMSA, 1978, 13-1-19.1 (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 measure 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 the 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 DISCIPLINE.

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 or 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.

“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

-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

APPENDIX C

Letter of Transmittal

Ancillary Services (Virtual)

Offeror Name:

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

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

Name:	
Mailing Address:	

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

Name:	
Title:	
Email Address:	
Telephone Number:	

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

Name:	
Title:	
Email Address:	
Telephone Number:	

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

Name:	
Title:	
Email Address:	
Telephone Number:	

5. Use of Sub-Contractors (Select One)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra pages as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra pages as necessary)

7. Select all that apply:

On behalf of the submitting organization named in item (1) above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.

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

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

Authorized Signature Date (Must be signed by the person identified in item (2) above)

APPENDIX D

REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of this RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Procurement Manager (contact info included again below) by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

Name: Robbi Coker
Email Address: rcoker@pecosca.us
Reference: RFP, PCA Ancillary Services (Virtual)

REFERENCE QUESTIONNAIRE FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to PCA, via the Procurement Manager at:

Name: Robbi Coker
 Email Address: rcoker@pecosca.us
 Reference: RFP, PCA Ancillary Services (Virtual)

This form is to be submitted no later than March 27, 2024 3:00 PM MT, the due date for the RFP. This form must not be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact PCA’s Procurement Manager listed above. When contacting PCA, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company Providing Reference:	
Contact Name/Title/Position:	
Contact Telephone Number:	
Contact Email Address:	

QUESTIONS:

1. In what capacity, have you worked with this vendor in the past?

2. How would you rate this organization’s knowledge and expertise?

(3 = Excellent, 2 = Satisfactory, 1 = Unsatisfactory, 0 = Unacceptable)

3. How would you rate the vendor’s flexibility relative to changes in the project scope and timelines?
(3 = Excellent, 2 = Satisfactory, 1 = Unsatisfactory, 0 = Unacceptable)

4. What is your level of satisfaction with hard-copy materials produced by the vendor? (3 = Excellent, 2 = Satisfactory, 1 = Unsatisfactory, 0 = Unacceptable)

5. How would you rate the dynamics/interaction between the vendor and your staff? (3 = Excellent, 2 = Satisfactory, 1 = Unsatisfactory, 0 = Unacceptable)

6. Who were the vendor’s principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent, 2 = Satisfactory, 1 = Unsatisfactory, 0 = Unacceptable)

Name	Rating	Comments

7. How satisfied are you with the services provided by the vendor?
(3 = Excellent, 2 = Satisfactory, 1 = Unsatisfactory, 0 = Unacceptable)

8. With which aspect(s) of the vendor's services are you **most** satisfied?

9. With which aspect(s) of this vendor's services are you **least** satisfied?

10. Would you recommend this vendor's services to your organization again?

APPENDIX E

RESIDENT BUSINESS / RESIDENT VETERAN BUSINESS CERTIFICATION

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

A copy of the certification must accompany Offeror’s proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany Offeror’s proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply if the expenditures for this RFP includes federal funds.

Resident Business / Resident Veteran Business Preference Certification

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

Please check one box only.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference 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 bid or 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 bid or 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 Pecos Cyber Academy declaring under penalty of perjury that during the last calendar year starting January 1 and ending December 31, the following

to be true and accurate:

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

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

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

Signature of Business Representative* Date

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

APPENDIX F

Offeror Name _____
 RFP __2024-2025-001__ PRICE PROPOSAL EVALUATION SUBMITTAL*

***Please complete a “not to exceed” cost/hour for all services you offer. You are NOT required to provide all services listed below to have a successful proposal.**

PROFESSIONAL DISCIPLINE/SERVICE	NOT TO EXCEED COST PER HOUR NOT INCLUDING GROSS RECEIPTS TAX
Educational Diagnostician	
School Psychologist	
Speech and Language Pathologist	
Occupational Therapist	
Physical Therapist	
Mental Health Counselor/Social Worker	
Adaptive PE Teacher	
School Nurse	
Recreational Therapist	
Orientation & Mobility Service Provider	
Visual Impairment Teacher	
ASL Interpreter	
Behavior Management Specialist	

