

**ARTESIA PUBLIC SCHOOLS**

**REQUEST FOR PROPOSALS**

**RFP # Speech Language Services 2024-2027**

**ISSUE DATE: 01/22/2024**

**SUBMISSION DEADLINE: Friday, 03/8/2024 @ 2:00 PM Local Time**

**LOCATION: Artesia Public Schools  
Administration Office  
301 Bulldog Blvd.  
Artesia, NM 88210**

**DELIVERY:** Allow sufficient time for delivery to the Administration Office location before the deadline date and time. Must be delivered in a sealed envelope, with Proposal Number, Proposal Name and Submission Date noted on the lower left-hand corner of the envelope, on or before the due date and time.

**OFFICE HOURS** for delivery of proposal:  
Monday – Friday 8:00 AM – 4:00 PM

**PROCUREMENT OFFICER:** Clint Taylor  
Procurement Manager  
(575) 746-3585 ext. 1007

**SPECIAL INSTRUCTIONS:** Complete the Proposal documents as required. Your response must be received in the Artesia Public Schools Administration Office, in a sealed envelope/package prior to the specified due date and time, regardless of the delivery option selected. Late proposals are not accepted. To ensure proper identification and handling, clearly indicate the Proposal Number, Proposal Name and the Submission Date on the lower left-hand corner of the sealed response envelope.

**GENERAL CONDITIONS**

Unsigned and/or incomplete proposals will not be considered.

SEALED proposals may be mailed or delivered in person. E-MAIL AND FAX TRANSMITTALS WILL NOT BE ACCEPTED. Under no circumstances will award be made prior to the regular mail delivery on the day of opening. The school district is not responsible for accidental opening of proposals in its possession which does not have the appropriate notation on the lower left-hand corner of the envelope stating Proposal Number/Name and Date of Opening. Proposals will not be opened publicly and shall not be open to public inspection until after an Offeror(s) has been selected for award of a contract.

Any proposers eligible to claim a New Mexico residential preference, should furnish with the proposal a copy of their NM Resident or Resident Veteran Business certificate as provided by the NM Taxation and Revenue

Department. Failure to provide a copy of the certificate with the proposal may result in the preference not being considered for, or applied to, the proposal.

Prospective proposers are cautioned that the departure from the enclosed specifications may result in their being disqualified at the discretion of the Artesia Public Schools.

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for an award, but proposals may be accepted without such discussions.

The school district reserves the right to accept or reject any or all quotations and/or bids/proposals, and to waive all technicalities or formalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply any acceptance or rejection of any offer. The doctrine of fairness shall apply and any actions by the Board of Education in reference to this paragraph will be public record and available to interested parties upon request.

It is understood and agreed that the delivery date and/or date of service after award of the contract is the offeror's best offer. In its acceptance, the school district is relying on the promise delivery date as material and basic to its acceptance. In the event the offeror fails to deliver as and when promised, the school district reserves the right to cancel its contract and offeror agrees that the school district may charge seller with any loss or expense sustained as a result of such failure to deliver as promised.

Proposers are advised that they have the right to protest any phase of the procurement process in accordance with the New Mexico Procurement Code and the Artesia Public Schools Procurement Regulations, a copy of which is on file at the Artesia Public Schools Administration Office, located at 301 Bulldog Blvd., Artesia, New Mexico.

A potential offeror or the Offeror agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

## **I. SPECIFICATIONS AND CONDITIONS**

- A. This Request for Proposals is seeking offers to provide special education related services to eligible students as defined by the Individuals with Disabilities Education Act Part B. Related services include speech and language therapy to students ages 3 to 21.
- B. **TERM:** The proposal period is for the 2024-2025 fiscal year with the option to renew two additional years 2025-2026, and 2026-2027 provided funds are available, upon mutual agreement by both contracting parties (Offeror and Artesia Public Schools[APS]), services are determined satisfactory by the Director of Special Education or designee; and if it is in the best interest of APS. The contract period each year will begin July 1, through June 30.
- C. APS shall have the option at the end of each contract year to extend the contract agreement for each additional year but not to exceed the proposal period (first year with optional two years). Renewal of contact will be on mutual agreement by both contracting parties (offeror and APS). At the end of each contract year, APS will notify the offeror for possible negotiations or will notify if new proposals will be solicited. If contract agreement should be renewed for an additional year, a new contract and purchase order will be issued. The same procedure will follow through each optional renewal year.
- D. If during the term of contract, service is not satisfactory as determined by the APS Director of Special Education or designee, a conference may be held with the Offeror. If after the conference with the Offeror APS is convinced that the service will improve, the contract will continue;

otherwise, the contract will be canceled upon a two week written notice by APS. Additional conferences may be scheduled at the discretion of the APS Director of Special Education Coordinator or designee.

- E. During the term of the contract year, the Offeror may cancel services by written notice to the APS Director of Special Education thirty (30) days prior to cancellation. A copy of the notice shall be sent to the APS Director of Finance. During the term of the contract year, APS may cancel service if it is in the best interest of APS to do so, if services are unacceptable as determined by the APS Director of Special Education, or if funds are no longer available, APS reserves the right to ban a Offeror from receiving future proposals or service contracts if a thirty (30) day written notice is not given to APS as stated above. Failure to deliver or to perform as and when promised shall constitute a breach of contract. Perpetration of any act of moral turpitude shall be grounds of immediate termination of the contract.
- F. APS reserves the right to amend or terminate this Request for Proposals.
- G. Any proposed changes to these specifications must be presented in writing to the Chief Procurement Officer and will be accepted only upon written approval in the form of an Addendum.
- H. Payment will be made on a monthly basis or by a mutual agreement by both parties (Offeror and APS).
- I. Successful Offeror shall submit signed and dated invoices to the APS Director of Special Education specifying the hours of service provided, the amount per hour, the total services amount for the invoice period, separate charges for Gross Receipt Tax, and assigned purchase order number.
- J. APS will not be required to provide on scheduled dates the students or facilities contracted for if provisions of same is made impossible or unreasonably burdensome by extreme weather conditions, by act of God, by war or riot, or the destruction of the physical facilities required for performance, provided that APS gives the Offeror as much advance notice as possible.
- K. The Offeror will not be required to perform their contractual obligations on the scheduled dates if the therapist is ill or if performance is rendered impossible or unreasonably burdensome by any of the above named conditions or events, or by transportation failures beyond the Offeror's control, provided that the Offeror gives the District as much advance notice as possible.
- L. APS will not be responsible for any accidents that may occur on the school premises or at the location where services are provided; therefore, offeror shall purchase and maintain at his/her own expense such insurance that will protect the offeror, the Offeror's company and staff.
- M. Offerors may submit proposals on any individual contract related service specified.

## **II. OFFERORS MUST POSSESS OR QUALIFY FOR THE FOLLOWING:**

- A. Certification: New Mexico State Department of Education Certification and/or New Mexico Regulation and Licensing Board certification for the particular related services to be provided.
- B. Insurance: The Provider of services, either as an individual or a firm, shall keep in force a policy for professional liability insurance for the duration of the contract period. Proof of insurance must be provided within thirty (30) calendar days of contract award and shall name Artesia Public Schools as additionally insured.
- C. Medicaid Provider Eligibility: The Provider of services shall present himself/herself as a Medicaid Provider within thirty (30) calendar days of contract award. If individual service providers do not meet Medicaid Provider eligibility requirements, the contract may be terminated at the discretion of the APS Director of Special Education or designee.
- D. Provide proof of a negative Mantoux Tuberculosis Test (TB) within fourteen (14) calendar days of contract award.
- E. Provide Proof of Child Abuse Workshop within 14 calendar days of contract award.

- F. Willing to submit to a criminal background investigation, including mandatory fingerprinting, at Offeror's expense, to determine acceptability for contracted services. Criminal convictions shall not automatically bar an applicant from working with Artesia Public Schools, but pursuant to the Criminal Offender Employment Act of New Mexico (NMSA 1978, 28-2-1, et seq.), such convictions may be the basis for refusing a contract. It is understood that any contract offer is contingent upon the satisfactory completion of all background checks.
- G. Tax Identification: The Offeror must possess a tax identification number.

### **III. SCOPE OF WORK**

#### **A. The Offeror shall:**

- 1) Provide to APS an excellent quality of services as per specifications and conditions contained in this Request for Proposals and any resulting contract.
- 2) Provide direct services to eligible students on school days between the hours of 8:00 a.m. and 4:00 p.m. or other hours or days as mutually agreed upon by the Offeror and the APS Director of Special Education or designee.
- 3) Maintain a comprehensive treatment log and therapy schedule as specified by APS.
- 4) Perform evaluations according to state standards, federal regulations, and as required by APS.
- 5) Participate at Individual Education Program (IEP) meetings and in development of IEPs as required.
- 6) Attend training sessions as required by APS at the negotiated contract hourly rate.
- 7) Complete data entry for service captured in the district's prescribed format and technology on at least a monthly basis for services provided to each student.
- 8) Complete data entry for services eligible for School Based Medicaid services captured in the district's format and technology on a at least a bi-weekly basis for students on the caseload.
- 9) Submit typed end-of-year and end-of-treatment summary reports for each assigned student with in fifteen (15) calendar days of the last therapy/treatment session.
- 10) Provide teacher consultation to teachers as needed and/or requested by the district.
- 11) Provide consultation to the parents of students as needed and/or requested by APSS.
- 12) Accept responsibility for the payment of all appropriate taxes, including Federal, State, FICA, and Gross Receipts.
- 13) Report to the APS Director of Special Education or designee.
- 14) Follow district policies and procedures.
- 15) Follow the district and assigned school schedule unless prior approval is given by the Director of Special Education or designee.
- 16) The offeror is responsible for the agreed positions within any given school year unless the offeror and district have agreed otherwise.
- 17) Maintain the same fees during the contract year.
- 18) Prices will be held for 1 year; thereafter, rates can be negotiated each year, subject to the approval of the Director of Special Education and Chief Procurement Officer.
- 19) Comply to the City Minimum Wage Ordinance for any Services rendered in the Artesia Public School District.

#### **B. APS shall:**

- 1) Negotiate a contract enumerating all terms of the agreement between the APS and the selected Offeror(s) for the 2024-2025 school year, with the option of renewal for up to two additional one-year terms.
- 2) Provide payment for services rendered to the selected Offerors at hourly rates negotiated through individual contracts.
- 3) Reimburse the Offerors for New Mexico Gross Receipts Tax.
- 4) Provide the Offerors with all relevant information on the eligible children; including, but not limited to, results of psycho-education, medical records, and school records.

- 5) Pay mileage between work sites where applicable and as determined by the Director of Special Education or designee.

**IV. CONFLICT OF INTEREST:**

All applicants must certify that there exists no current or anticipated conflict of interest with the proposed representation of the District.

**V. INSTRUCTIONS TO OFFERORS:**

- A. Offeror will provide all information requested in this request for proposals.
- B. Only hard copies will be accepted and must be submitted manually via hand delivery, carrier or first-class mail. The following must be submitted:
  - One (1) Original, Marked on the cover as “Original”
  - Four (4) copies, marked on the cover as “Copy” and
  - One (1) USB flash drive with a complete copy of the proposalAll submitted proposals, both hard copy and digital, become property of APS upon opening.
- C. Proposals must be signed by the individual Offeror or member authorized to sign for firm.

**VI. SEQUENCE OF EVENTS**

The following is the proposed sequence of events. However, all dates are tentative and may change. Offeror’s will receive notification of any changes by formal addendum. Changes will also be posted on the CMS website.

1. Issue RFP	January 8, 2024
2. Submission of Proposals	March 8, 2024
3. Proposal Evaluation	March 11, 2024
4. Notice of Intent to Award	March 13, 2024
5. Recommendation and Board Approval	April 8, 2024
6. Notice of Award	April 9, 2024

**VII. REQUIRED COMPONENTS**

Offerors must complete all forms marked “Proposal Form” contained in the RFP. All completed Proposal Forms must be included with the proposal. Failure to complete and include all Proposal Forms may result in the proposal being deemed non-responsive and rejected.

**VIII. EVALUATION CRITERIA**

The narrative portions of the response specified below should be between 2-8 typed pages in length. The narrative portion does not include the resume of letters of reference.

Criteria:

1. Offeror Staff Experience and Academic Preparation	35 points
2. Reliability	25 points
3. Fees (hourly rate)	25 points
4. Fully In-Person Services	<u>15 points</u>
	100 points

**A. Offeror Staff Experience and Academic Preparation (35 points)**

- 1) In narrative form, with your relevant experience as background, specify your qualifications in sufficient detail to assure APS that requirements of this document are met. Specify educational and/or treatment philosophy, treatment techniques/strategies, assessment/evaluation experience, and professional experience with children. Areas of treatment expertise, areas of interest, and management structure of the firm may be included as applicable.
- 2) Resume is required. Ensure that it is sufficiently detailed to include applicable employment or expertise in required areas, professional affiliations, academic credentials, continuing education experiences, and any other pertinent information. If offeror is a firm, offerors must submit resumes of all proposed professional staff members who will be performing services under the contract. Experience narratives shall be attached that describe the specific relevant experience of the staff members in relation to the role that member will perform for this contract. The narrative(s) must include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as certifications.

**B. Reliability (25 points)**

- 1) Attach two (2) letters of professional references from former employers, or offerors. Attach one (1) letter of reference from a former client or parent of a former client. Individuals identified in letters of reference may be contacted by APS for additional information. If individuals are not available for further contact, alternative references must be listed.
- 2) Attendance, timelines of reports, and reliable completion of contractual responsibilities will be considered when awarding points.
- 3) Specify whether offeror is a firm or single professional, describe (as applicable) methods of professional recruitment, qualifications required, length of time in business, credibility and responsiveness which document that the offeror has demonstrated competence, credibility, and responsiveness in the past and can be reasonably expected to perform in like manner in the future.

**C. Economic and Price Considerations (25 points)**

Specify price per hour exclusive of Gross Receipts Tax and the total number of hours per week that can be provided for each type of related service. Specify the rate of Gross Receipt Tax.

**D. In-Person Services (15 points)**

Offeror will list the number of virtual and in-person services they can provide.

**IX. AWARD:**

After receipt of sealed proposal, the selection process will be based upon qualifications as outlined in the proposal form. Proposals will be evaluated by the Evaluation Committee using the rating criteria as specified in Section VIII Evaluation Criteria in this proposal. Final selection is not restricted to the lowest daily rate fee proposal, but will be made based on the proposal best meeting the qualifications criteria outlined in this RFP.

**X. PROTEST:**

In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with the award of a contract may protest to the Procurement Officer. The protest must be submitted **in writing** within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Artesia Public Schools  
Attn: Mr. Cody Skinner  
301 Bulldog Blvd.  
Artesia, NM 88210

**PROPOSAL FORM**

**REQUEST FOR PROPOSALS**  
**RFP # Speech Language Services 2024-2027**

- 1) \_\_\_\_\_ per hour for services (excluding New Mexico Gross Receipts Tax).
- 2) New Mexico Gross Receipts Tax: \_\_\_\_\_ %  
Total number of hours available per week for services: \_\_\_\_\_
- 3) Firm: \_\_\_\_\_
- 4) \_\_\_\_\_  
Printed Name/Title:
- 5) \_\_\_\_\_  
Signature of Offeror and/or member authorized to sign for firm.  
(I certify that I have bid according to the specifications and conditions  
of this proposal.
- 6) Address: \_\_\_\_\_  
\_\_\_\_\_
- 7) Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Fax: \_\_\_\_\_
- 8) \*SDE Certification No: \_\_\_\_\_
- 9) \*Social Security No: \_\_\_\_\_
- 10) Tax Identification No: \_\_\_\_\_
- 11) Date Submitted: \_\_\_\_\_

\*If Offeror is an agency, submit SDE certification number and Social Security numbers for each individual service provided.

**NOTE: Attach SDE Certification**  
**Include your original proposal plus four (4) additional copies.**



**REQUEST FOR PROPOSALS**  
**RFP # Speech Language Services 2024-2027**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposals (RFP), the undersigned agrees that he/she has received a complete copy of the RFP. This Acknowledgement of Receipt Form should be signed and returned with the offeror's proposal.

ORGANIZATION: \_\_\_\_\_

REPRESENTED BY : \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

**APPENDIX B**

**REQUEST FOR PROPOSALS  
RFP # Speech Language Services 2024-2027  
LETTER OF TRANSMITTAL FORM**

A RESPONSE IS REQUIRED FOR EACH ITEM #1 to 4. Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL.**

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


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

Name	
Title	
E-Mail Address	
Telephone/Fax Number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax Number	

- On behalf of the submitting organization named in Item #1 above, I accept the Conditions Governing the Procurement as required in Section II of this RFP.
- 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 of this RFP.

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

APPENDIX C

**REQUEST FOR PROPOSALS  
RFP # # Speech Language Services 2024-2027**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

1. If Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than August 1, 2024, if the expected annual value in the aggregate of any and all contracts between Offeror and APS exceed \$250,000.00.
2. Offeror agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons.
3. Offeror agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

Signature of Offeror: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX D

### REQUEST FOR PROPOSALS RFP # # Speech Language Services 2024-2027

#### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective offeror seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective offeror must disclose whether they, a family member or a representative of the prospective offeror 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 offeror submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the offeror signs the contract, if the aggregate total of contributions given by the prospective offeror, a family member or a representative of the prospective offeror to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

The following definitions apply:

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

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

**“Prospective offeror”** 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 offeror”** 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 offeror.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Offeror: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contributions(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**OR**

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)

**APPENDIX E**

**REQUEST FOR PROPOSALS  
RFP # # Speech Language Services 2024-2027**

**CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM**

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Artesia Public Schools in response to the above referenced request for proposals.

**The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:** No employee or board member of Artesia Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Artesia Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator \_\_\_\_\_.

List below the names(s) of any Artesia Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor \_\_\_\_\_.

**DEBARMENT/SUSPENSION STATUS**

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The Vendor agrees to provide immediate notice to Artesia Public School's Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice or proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST AND DEBARMENT /SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Name of Company: \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX F**

**REQUEST FOR PROPOSALS  
RFP # Speech Language Services 2024-2027**

**TERMS AND CONDITIONS  
STATEMENT OF CONFIDENTIALITY**

The undersigned employee of/sub offeror to \_\_\_\_\_, hereinafter referred to as "Offeror", agrees, during the term of the Contract between Offeror and the Artesia Public School District (APS) and forever thereafter, to keep confidential all information and material provided by the APS or otherwise acquired by the employee/sub offeror, excepting only such information as is already known to the public, and including any such information and material relating to any client, vendor, or other party transacting business with the APS, and not to release, use or disclose the same except with the prior written permission of the APS. This obligation shall survive the termination or cancellation of the Contract between Offeror and the APS or of the undersigned's employment or affiliation with Offeror, even if occasioned by Offeror's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to APS, a client or customer of the APS, or to the owner of such information, inadequately compensable in damages and that, accordingly, the APS or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**APPENDIX G**

**REQUEST FOR PROPOSALS  
RFP # Speech Language Services 2024-2027**

**OFFEROR INFORMATION / SIGNATURE PAGE**

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TIME: 2:00 P.M. Mountain Time  
DATE: March 8, 2021  
LOCATION: Artesia Public Schools  
Administration Office  
301 Bulldog Blvd.  
Artesia NM 88210

**ACCEPTANCE CONDITIONS:**

THE UNDERSIGNED HEREBY agrees to deliver and/or service the items specified in accordance with the terms, conditions, specifications and prices set forth. He/She also certifies that he/she has not used any outside agent to arrive at the figures, and has not contacted any competitors in arriving at these figures.

THE UNDERSIGNED CERTIFIES that he/she read and understood the general conditions, and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Conditions.

---

NAME OF FIRM

---

TYPE OR PRINT NAME OF OWNER, PARTNER, OR AUTHORIZED AGENT

---

SIGNATURE OF OWNER, PARTNER, OR AUTHORIZED AGENT

---

MAILING ADDRESS OF FIRM

---

TELEPHONE NUMBER OF FIRM

FAX NUMBER

---

E-MAIL ADDRESS