

EL CAMINO REAL ACADEMY, A PUBLIC CHARTER SCHOOL

Business Office

3713 Isleta Blvd SW

ALBUQUERQUE, NM 87105

Phone (505)314-2212 FAX (505)314-2216

PROPOSAL NAME: Ancillary Services

PROPOSAL NO.: #001-1920

COMMODITY CODES: 92416; 92435; 92440; 92441; 92478; 92480; 94876; 94886; 84887

DUE DATE and TIME: MONDAY June 29, 2020 AT 1:00 PM MST

PROPOSAL DECLARATION

SEALED PROPOSALS will be opened in the El Camino Real Academy's Business Office. The Proposal Name, Number, and Opening Date and Time must appear on the outside of the sealed envelope. Sealed envelope must be received by the El Camino Real Academy's Business Office, Attn: Chief Procurement Officer, 3713 Isleta Blvd SW, Albuquerque, New Mexico, 87105, by the time and date as indicated above.

The undersigned certifies that he/she has read and understands the Proposal TERMS AND CONDITIONS, and that the firm represented accepts these terms and conditions and submits the attached proposal in full compliance thereof.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

NEW MEXICO CRS NUMBER: _____

DO YOU QUALIFY FOR 5% IN-STATE PREFERENCE: YES _____ NO _____

NEW MEXICO 5% RESIDENT PREFERENCE CERTIFICATE NUMBER: _____

VETERAN OWNED BUSINESS: Yes _____ No _____ CERTIFICATE NUMBER: _____

NOTE: TO BE A VALID PROPOSAL, PROPOSAL MUST BE SIGNED.

AUTHORIZED SIGNATURE: _____ TITLE: _____

TYPE/PRINT NAME: _____ DATE: _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS: _____

PROPOSAL WILL REMAIN FIRM UNTIL 90 (ninety) DAYS AFTER THE PROPOSAL OPENING DATE OR LONGER IF SPECIFIED BY VENDOR: _____

TERMS: _____ DELIVERY DATE: _____

PLEASE ACKNOWLEDGE RECEIPT OF THE FOLLOWING DOCUMENTS: (Initial each)

- _____ Proposal Declaration (this form)
- _____ Request for Proposal
- _____ APPENDIX A El Camino Real Academy's Sample Contract Stating All Requirements of the Contract
- _____ APPENDIX B El Camino Real Academy's Mandated Insurance Requirements Prior to Implementation of Contract
- _____ APPENDIX C El Camino Real Academy's Request for Proposal Terms and Conditions
- _____ APPENDIX D Prospective Contractor Conflict of Interest Certification Form
- _____ APPENDIX E Campaign Contribution Disclosure Form
- _____ APPENDIX F Debarment/Suspension Certification Form
- _____ APPENDIX G Offeror's Pricing Proposal in a separate, sealed envelope marked "Price Proposal"

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ALBUQUERQUE, NM 87105

Phone (505)314-2212 FAX (505)314-2216

REQUEST FOR PROPOSALS

FOR

ANCILLARY AND RELATED SERVICES FOR SPECIAL EDUCATION

COMMODITY CODES 92416; 92435; 92440; 92441; 92478; 92480; 94876; 94886; 94887

RFP Number: 001-1920

Due Date & Time: MONDAY June 29, 2020 AT 1:00 PM MST

I. INTRODUCTION

- A. The El Camino Real Academy (“School”) is requesting proposals for **Ancillary and related professional services** to perform the scope of work described herein. All potential Offerors are encouraged to read this Request for Proposals carefully and in its entirety. A contract will be awarded for a one- year term with the School’s option to renew annually, not to exceed four years, including all extensions and renewals. Each renewal option is (1) contingent on the availability of future appropriations and (2) to be exercised only by affirmative action on the part of the School. There will be no automatic renewal of the contract. The option to renew is within the sole discretion of the School.

The School reserves the right to make multiple awards to qualified proposers at the Schools discretion to best meet the needs of the School.

Firms submitting proposals shall meet and comply with all state and federally mandated requirements and certification for services offered, as well as applicable federal, state, and local laws and regulations pertaining to this Scope of Work.

Other school districts, charter schools and public agencies may purchase under this bid at the same “not to exceed” prices, terms and conditions stated in these bid documents, at the discretion of the successful bidder. Agencies participating in this bid shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold El Camino Real Academy harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The objective of this **RFP 001-1920** is to obtain **Ancillary and Related Services for Special Education eligible students enrolled.**

"Responsive Offer" means an offer which conforms in all material respects to the requirements set forth in this request for proposals.

Responsive Offers will be evaluated for the purpose of obtaining the required services from the firm and/or individual whose proposal is the most advantageous to the

School, taking into consideration the evaluation factors set forth in this Request for Proposals.

Proposal Submittal Packets **must** be received by the above **Due Date and Time** at the Business Office, 3713 Isleta Blvd SW Albuquerque NM 87105.

Late proposals will not be accepted and will be returned unopened.

- B. Points of contact for this request for proposals are Mary Scofield, Chief Procurement Officer, Telephone 505-314-2212 ext 239; email busmgr@ecr charter.org**
- C. All prospective respondents shall comply with all local, state and/or federal laws prohibiting bribes, gratuities, and kickbacks.
- D. By responding to this request for proposals the respondent warrants that it has no interest and will acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of the proposed service.
- E. By responding to this request for proposals, the Offeror signifies that it is able and willing to make the covenants, representations and warranties and to abide by the terms and conditions set forth in the draft El Camino Real Academy Professional Service Contract No. 001-1920-C which is attached as Appendix A.**
- F. Respondents are required to complete, sign, and return with their Technical Proposal Submittal Package the following documents: the Proposal Declaration page; the Prospective Contractor Conflict of Interest Certification Form (Appendix D); the Campaign Contribution Disclosure Form (Appendix E); and the Debarment/Suspension Certification Form (Appendix F), which are attached.
- G. A copy of their In-State/Veteran's Preference Certificate, if applicable.
- H. Respondents are also required to submit the Price Proposal in an envelope separate from the Technical Proposal. The Price Proposal must be sealed and marked on the outside as follows: **PRICE PROPOSAL for RFP #001-1920 Ancillary and Related Professional Services for Special Education.**

The Price Proposal package must contain a completed Price Submittal (Appendix G). Proposers must supply a "not to exceed" price per hour not including NM Gross Receipts Tax for each service provider they offer. It is not necessary to provide every service listed for a successful, responsive proposal. Only list service providers that can be readily provided should the need arise.

II. SCOPE OF WORK

- A. The El Camino Real Academy provides special education and ancillary/related services to eligible students within an inclusive educational model. Students with disabilities who

are eligible for special education services are educated primarily in the general education classroom setting and may receive some services in a pull out or self-contained setting.

Responsive Ancillary and related services Professionals Requirements

1. Provide direct therapy services as deemed appropriate within the general educational classroom setting, pull out setting or virtually if requested by district
2. Provide consultative/indirect services to teacher, administrators, parents and other service providers.
3. Conduct formal and informal assessments to identify the student's disabilities as they relate to the educational environment, with virtual assessment capabilities as request or as needed by the school
4. Conduct initial evaluations and complete reevaluations on designated timelines
5. Develop strategies and methods to implement short and long term goals and objectives
6. Provide in-service training upon request
7. Consult with physicians when needed regarding certain specific situations
8. Work within the El Camino Real Academy calendar, including all school closings, unless an alternative schedule has been mutually agreed upon with the Executive Director of the school
9. Physical Therapists will be required to supervise Physical Therapy Assistants, whether contracted service provider or employee, in compliance with the regulations of the New Mexico Physical Therapy Board
10. Occupational Therapists will be required to supervise Certified Occupational Therapy Assistants, whether contracted service provider or employee, in compliance with the regulations of the New Mexico Occupational Therapy Board
11. Other ancillary providers may be required to supervise appropriate assistants in accordance with relevant New Mexico licensing boards, and within the constraints of their professional licensing
12. Complete necessary reporting and paperwork accurately, succinctly and in a timely manner, including Medicaid billing forms, evaluation reports, Individualized Education Plans (IEP), reporting, and other documentation as required
13. Work collaboratively with other personnel

B. The Scope of Work is incorporated by reference in the Professional Services Contract, Appendix A.

III. SPECIFICATIONS

A. The school is seeking proposers who have the capacity to supply contracted professionals with the requisite professional licenses and accreditation to provide direct and indirect services for students in New Mexico. In addition, New Mexico Public Education Department (PED) licensing is required for ancillary and related services. Successful proposers will be responsible for providing suitable, credentialed professionals and will ensure all required credentialing, licensing, continuing education, background investigations and insurance coverages remain in full force and effect throughout the term of the contract.

B. Individual services providers must meet Medicaid Provider eligibility requirements and

must be certified in accordance with Medicaid regulations. Providers will ensure all necessary documentation is complete. Contractor will be required to provide the National Provider Identifier (NPI) number for each professional provided to the school.

- C. Contracted professional's must provide appropriate diagnostic and therapeutic direct and indirect services during school hours or other hours as mutually agreed upon by the Contractor and the Executive Director.
- D. Contracted professionals must have:
 - 1. Good interpersonal and collaborative skills
 - 2. Experience with a variety of assistive technology and equipment
 - 3. The ability to complete and pass required School background check procedures.

IV. OTHER INFORMATION

- A. There is a single campus serving K-12 students. There are approximately 400 students in the School.
- B. Respondent will provide/furnish at no extra cost or charge to the School all cell phones, computers, software and laptop computers for respondent use to effectively and efficiently perform the Work.
- C. Respondent is responsible for having and maintaining comparable School virus protection software on their PCs or laptops to ensure protection and to comply fully with all safeguards and integrity of personnel and student data contained on any School computer system. Respondent must fully comply with all provisions of the Family Educational and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPPA).
- D. The School will provide student records and school locations of these students needing services. The School will provide copier access, computer printer access, access to an online computer connection at school sites as well as access to web-based Individual Education Plan (IEP) system for recording student data, as needed.

V. INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its own sole cost and expense, during the term of and at all time while providing Work and services under this Contract, procure and maintain in force, or cause to be procured and maintained in force,

General Liability, Professional Liability/Errors & Omissions Insurance with the broadest coverage commonly available, with a minimum limit of one million dollars (\$1,000,000.00) per occurrence for each such policy. The Professional Liability/Error & Omissions policy shall provide extended reporting period coverage for claims made within two (2) years after this Contract is completed or otherwise terminated.

Workers Compensation, for all employees and subcontractors was required by New Mexico statutes.

Automobile Liability Insurance, for contractors providing a vehicle for staff, employees, or subcontractors Commercial General Liability must be a minimum of five hundred thousand dollars (\$500,000) combined single limit.

Automobile Liability Insurance, for sole contractors/subcontractors that provide their own vehicle must be a minimum of one hundred thousand dollars (\$100,000) each person with a three hundred thousand dollar (\$300,000) limit each occurrence.

The El Camino Real Academy, its governing council, and employees must be named as Additional Insureds with respect to all of the coverages. The Additional Insured Endorsement must provide coverage for losses "arising out of" the Contractor's work or operations in connection with this Contract. Contractor's policies must be Primary and Non-Contributing as to any other valid and collectible insurance. Coverages and limits are to be considered as minimum requirements and in no way limit the liability of Contractor. Contractor is responsible for any deductible or self-insured retention contained within the insurance program. The Contractor's insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

Certificates of insurance and complete policies, including the Additional Insured Endorsement Certificate acceptable to the School, with the coverage as cited above and listing the El Camino Real Academy, its Governing Council and employees as the certificate holders, must be submitted **not less than ten (10) working days prior to the execution of this Contract and before work begins by Contractor under this Contract.** Coverages represented on the certificates of insurance must show policy numbers, effective dates and limits. All policies shall evidence insurance written by a carrier licensed in the State of New Mexico and rated at least "A" in A.M. Best's Key Rating Guide. Renewal certificates of insurance shall be provided annually until the work is completed and for three years following the completion of work. The Certificates of Insurance shall provide for not less than thirty (30) days advance notice to the School of cancellation or material change, which shall be mailed or delivered to:

El Camino Real Academy
Attention: Chief Procurement Officer
3713 Isleta Blvd SW
Albuquerque, NM 87105

Offeror will be responsible for all required insurance coverage as per the model contract (Appendix A) and all applicable local, state, and federal laws and regulations.

VI. TECHNICAL PROPOSAL PACKAGE MUST INCLUDE THE FOLLOWING:

The Offeror's proposal should follow this format:

- A. The technical proposal must be sealed and marked on the outside as follows:
TECHNICAL PROPOSAL for RFP 001-1920 Ancillary and Related Professional Services for Special Education
- B. Cover page with the name, address, and phone number of the offeror
- C. Table of Contents

- D. Letter of Introduction and Expression of Interest
- E. Related Experience and Qualifications, Including Experience and Credentials of Team
 - 1. Provide background information on the company, including history, leadership team, staffing highlights and current capability including the number of professionals available for each category to provide contract to provide contract professionals as required in RFP 001-1920 List and describe previous project experience with public schools, private schools and institutions of higher learning, nationally as well as in New Mexico
 - 2. List and describe experience with other New Mexico government, private and public entities apart from educational setting
 - 3. List and describe previous experience with the El Camino Real Academy, if any
- F. References: Provide three letters of reference or contact information for three entities with relevant contractual relationship to the entity
- G. El Camino Real Academy's Proposal Declaration, complete and signed
- H. Prospective Contractor Conflict of Interest Certification Form completed and signed (Appendix D)
- I. Campaign Contribution Disclosure Form completed and signed (Appendix E)
- J. Debarment/Suspension Certification Form completed and signed (Appendix F)
- K. In-State/Veteran's Preference Certificate copy (if applicable)

VII. PRICE PROPOSAL:

The price proposal **must** be submitted in a sealed envelope separate from the technical proposal and include the following:

- A. The price proposal should be sealed and marked on the outside as follows: **PRICE PROPOSAL for RFP 001-1920 Ancillary and Related Professional Services for Special Education**
- B. Include the name, address, and phone number of the offeror
- C. The price proposal package must contain a completed Price Proposal Evaluation Submittal form (Appendix G). Proposers must supply a "not to exceed" price per hour, not including New Mexico gross receipts tax, for each service provider they offer. **It is not necessary to provide every service listed for a successful, responsive proposal. Only list service provider categories that can be readily provided.**
- D. The hourly rate for each provider type is expected to be inclusive of all costs, excluding gross receipts tax. As such, any deviation from that pricing standard, including any additional fees, charges, minimums or expenses proposer would expect the School to incur, must be included in the Price Proposal. In the absence of specific information, the "not to exceed" hourly rate will be the only amount considered for purchase order authorization.

VIII. EVALUATION CRITERIA

A.Experience, Resources, Staffing and Capability of Firm	<u>20 points</u>
B.Experience with Schools or Districts, in New Mexico and Nationally	<u>35 points</u>
C.Experience with New Mexico Entities, including Government, Public and Private	<u>35 points</u>
<u>D.Price</u>	<u>10 points</u>

NOTE: It is the Offeror’s responsibility to provide full information in order to evaluate the criteria above.

IX. GENERAL

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

If the Offeror considers any part of its proposal material to be proprietary technical or business information, such material shall be prominently and clearly mark as “PROPRIETARY” or “TRADE SECRET.” The School will make the final determination as to whether or not anything in the proposal qualifies as “PROPRIETARY” or “TRADE SECRET.”

Only the School is authorized to release information about projects covered by this RFP. The Offeror must refer to the School any requests to release or inspect any information that pertains to the work or activities covered by any action or award related to this RFP.

The School reserves the right to make multiple awards, and will likely do so for this solicitation.

No electronic copies of the response will be accepted, although successful proposers may be required to submit an electronic version of their proposal and supporting documentation.

X. 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 School.

For questions regarding this Request for Proposals:

Mary Scofield
Chief Procurement Officer
3713 Isleta Blvd SW
Albuquerque, NM 87105
(505) 314-2212
busmgr@ecr charter.org

APPENDIX A

EL CAMINO REAL ACADEMY PROFESSIONAL SERVICES CONTRACT NO. 001-1920-C

THIS PROFESSIONAL SERVICES CONTRACT (the “Contract”) is made and entered into this _____ (“Effective Date”) by and between the El Camino Real Academy (“School”), a New Mexico public charter school, whose address is 3713 Isleta Blvd SW, Albuquerque, New Mexico, and _____ (“Contractor”), a _____ (Inc., LLC, etc.) with its principal place of business at _____, _____ (herein referred to individually as “Party” or collectively as “Parties”).

WHEREAS, the School requires certain **Ancillary and Related Professional Services for Special Education**, as set forth in its Request for Proposals (RFP) No. 001-1920; and

WHEREAS, Contractor submitted a proposal to provide such **Ancillary and Related Professional Services for Special Education** and Contractor represents that it has the experience, licenses, qualifications, staff and expertise to perform said services in a professional and competent manner;

NOW, THEREFORE, it is mutually agreed by the School and Contractor that for the considerations set forth herein, Contractor shall provide said services to the School as set forth below and in RFP No. 001-1920

Term

The Term of this Contract commences on _____ and ends on _____. This is the first year of a possible annually renewable four-year contract. It is the School’s option to renew this contract annually, not to exceed four years, including all extensions and renewals. Each renewal option is (1) contingent on the availability of future appropriations and (2) to be exercised only by affirmative action on the part of the School. There will be no automatic renewal of the contract. The option to renew is within the sole discretion of the School.

Incorporation

The Parties agree that this Contract is in reference to and incorporates the El Camino Real Academy’s Request for Proposals No. 001-1920 and all documents included therein and attachments and appendices thereto, and Contractor’s responsive proposal and all documents included therein and attachments thereto.

Contract Documents

The Contract Documents shall include this Contract and all attachments and appendices thereto, the El Camino Real Academy’s Request for Proposals No. 001-1920 and all documents included therein and attachments and appendices thereto, and Contractor’s responsive proposal and all documents included therein and attachments thereto. In the event of any discrepancy among the documents, this Contract shall prevail.

The documents included in the contract are intended to be complementary and to describe a complete work. If the School determines a conflict exists between the contract documents, School shall decide which document will be applied and the Contractor shall then complete the work according to the interpretation made by the School.

Scope of Work

Contractor agrees to perform any and all consultation, services, activities, tasks set forth or described in the School's Request for Proposal **No. 001-1920** and as called for by this Contract and approved Purchase Orders (the "Work"). All Work called for by individual Purchase Orders shall be performed in strict accordance with this Contract.

Unless otherwise specifically called for by the Contract or by individual Purchase Orders, Contractor shall provide/furnish at no extra cost or charge to the school, all materials necessary to efficiently and effectively perform the Work

For Work authorized by a Purchase Order, Contractor shall be available on an "as needed/call out" basis to begin performance of the Work no later than three calendar days after notification by the School, unless otherwise notified by the School.

The awarded contractor shall provide:

- A. The El Camino Real Academy provides special education and ancillary/related services to eligible students within an inclusive educational model. Students with disabilities who are eligible for special education services are educated primarily in the general education classroom setting and may receive some services in a pull out or self-contained setting. Ancillary and related services professionals are expected to:
1. Provide direct therapy services as deemed appropriate within the general educational classroom setting, pull out setting or virtually if requested by district
 2. Provide consultative/indirect services to teacher, administrators, parents and other service providers.
 3. Conduct formal and informal assessments to identify the student's disabilities as they relate to the educational environment, with virtual assessment capabilities as request or as needed by the school
 4. Conduct initial evaluations and complete reevaluations on designated timelines
 5. Develop strategies and methods to implement short and long term goals and objectives
 6. Provide in-service training upon request
 7. Consult with physicians when needed regarding certain specific situations
 8. Work within the El Camino Real Academy calendar, including all school closings, unless an alternative schedule has been mutually agreed upon with the Executive Director of the school
 9. Physical Therapists will be required to supervise Physical Therapy Assistants, whether contracted service provider or employee, in compliance with the regulations of the New Mexico Physical Therapy Board
 10. Occupational Therapists will be required to supervise Certified Occupational Therapy Assistants, whether contracted service provider or employee, in compliance with the regulations of the New Mexico Occupational Therapy

Board

11. Other ancillary providers may be required to supervise appropriate assistants in accordance with relevant New Mexico licensing boards, and within the constraints of their professional licensing
12. Complete necessary reporting and paperwork accurately, succinctly and in a timely manner, including Medicaid billing forms, evaluation reports, Individualized Education Plans (IEP), reporting, and other documentation as required
13. Work collaboratively with other personnel

Specifications

- A. The school is seeking proposers who have the capacity to supply contracted professionals with the requisite professional licenses and accreditation to provide direct and indirect services for students in New Mexico. In addition, New Mexico Public Education Department (PED) licensing is required for ancillary and related services. Successful proposers will be responsible for providing suitable, credentialed professionals and will ensure all required credentialing, licensing, continuing education, background investigations and insurance coverages remain in full force and effect throughout the term of the contract.
- B. Individual services providers must meet Medicaid Provider eligibility requirements and must be certified in accordance with Medicaid regulations. Providers will ensure all necessary documentation is complete. Contractor will be required to provide the National Provider Identifier (NPI) number for each professional provided to the school.
- C. Contracted professional's must provide appropriate diagnostic and therapeutic direct and indirect services during school hours or other hours as mutually agreed upon by the Contractor and the Executive Director.
- D. Contracted professionals must have:
 1. Good interpersonal and collaborative skills
 2. Experience with a variety of assistive technology and equipment
 3. The ability to complete and pass required School background check procedures.

Contractor's Covenants, Representations and Warranties

Contractor covenants, represents and warrants to the School that it: (a) is an organization of professionals experienced in the type of services the School is engaging the Contractor to perform; (b) is authorized, licensed and registered to do business in the State of New Mexico; (c) is qualified, willing and able to perform professional services for the School; and, (d) has the expertise, training and ability to provide professional services which will meet the School's objectives and requirements.

Contractor covenants, represents and warrants that each and every Contractor's employee engaged in the services provided under this Contract is fully qualified, able, licensed, registered, authorized, and has the expertise and training to provide such services to the School.

Contractor covenants, represents and warrants that it has sufficient resources and personnel to perform the obligations set forth in this Contract, including, without limitation, performing the

services, and procuring alternative capability in the event that Contractor's primary resources in performing the services change in such a manner that such primary resources would reasonably be unable to fulfill Contractor's obligations pursuant to this Contract.

Contractor covenants, represents and warrants that its performance of this Contract does not violate any applicable law, rules or regulation. Contractor further covenants, represents and warrants that Contractor shall comply and shall cause each and every of its employees who perform services under this Contract to comply with all laws of all applicable governmental authorities in the conduct of Contractor's activities pursuant to, and arising from, this Contract.

Contractor covenants, represents and warrants that Contractor holds and maintains all permits, licenses, and/or other regulatory requirements necessary to provide the services.

Contractor covenants, represents and warrants that it shall perform this Contract in a timely and professional manner with necessary skill and diligence and that the services provided herein meet or exceed the prevailing practices and standards of the trade from which the services are provided. To the extent that the School is held financially responsible for any deficiencies in the services performed by the Contractor, Contractor agrees to cure such deficiencies at the sole cost to the Contractor.

Contractor covenants, represents and warrants that each individual signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval is necessary to enter into this binding Contract. Contractor further covenants, represents and warrants that this Contract has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding agreement of the Contractor enforceable against the Contractor in accordance with its terms.

Contractor covenants, represents and warrants that Contractor is duly registered as an employer under the New Mexico Workers' Compensation Act and is in good standing with respect to all filings and the payment of assessments or contributions required to be made under that Act.

Contractor covenants, represents and warrants that Contractor is financially solvent and able to pay its debts as they mature.

Site Investigation

Contractor acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions and physical conditions and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by Contractor to acquaint itself with all the available information concerning these conditions will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The School assumes no responsibility for any understanding or representations made by any of its employees or agents during or prior to the negotiations and execution of the Contract, unless such understanding or representations are expressly stated herein and this Contract expressly provides that responsibility therefor is assumed by the School.

Changed Conditions

Contractor shall, as soon as practicable and before such physical conditions are disturbed, notify the School in writing of subsurface or latent physical conditions at the School facilities or premises

of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The School will promptly investigate the conditions, and if it is found that such conditions materially differ and cause an increase or decrease in the cost of, or the time require for, performance of this Contract, an equitable adjustment shall be made and this Contract shall be modified accordingly in writing. Any claim by Contractor for adjustment hereunder shall be denied unless it has given notice as required above, provided that the School, if it determines the facts justify, may consider and adjust any such claim asserted before the date of final settlement and payment of this Contract.

Workmanship

Although Contractor has the authority to control and direct the performance of the details of the Work, the Work contemplated herein must meet the School's standards and approval and shall be subject to the School's general right of inspection to secure the satisfactory completion thereof. The School shall have the right to reject defective Work or require its correction. If Contractor fails to correct rejected Work within the time allowed by the School, the School may, by contract or otherwise, correct such workmanship and charge the cost thereof to Contractor, or the School may terminate the right of Contractor to proceed with the Work as provided in the Termination clause of this Contract. The School, at its option, may deduct an equitable amount from the contract price/compensation for uncorrected Work if it deems it inexpedient to correct the Work not performed in accordance with this Contract. Contractor agrees to comply with all federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Work, Contractor or Contractor's business. The School will designate a representative who shall be authorized to act for the School in all matters related to Contractor's performance of the Services.

Compensation

For the work deemed satisfactorily rendered, the School agrees to pay the Contractor compensation as follows: an hourly rate, excluding gross receipts tax, not to exceed the amount(s) set forth in duly authorized Purchase Order(s).

Contractor will invoice the School bi-weekly and in strict accordance with the Purchase Order. Contractor will mail or email all invoices and supporting logs to: El Camino Real Academy, Attention: Accounts Payable, Business/Finance Department 3713 Isleta Blvd SW, Albuquerque, NM 87105 or email them to acctspayable@ecr charter.org. After approval of the Contractor's invoice, and provided there are no disputes regarding the invoice, the School will pay the Contractor for satisfactorily performed Work within thirty (30) working days of receipt of the invoice from the Contractor.

In the event that the School terminates this Contract for Contractor's breach, the School will pay Contractor for work performed before the termination date less any setoff to which the School is entitled if and only if Contractor performed such Work in accordance with this Contract and to the School's satisfaction.

The School shall have a right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the School to recover excessive and/or illegal payments.

The Contractor's acceptance of final payment of the amount due under this Contract shall operate as a full release of the School, its board of education, employees and agents from all liabilities, claims and obligations whatsoever arising from or under this Contract.

Contractor's Personnel

The School retains the right to prior and continuing approval of any and all personnel, including subcontractor employees, if any, providing services under this Contract.

Protection of Work and Property

Contractor shall continuously maintain adequate protection of Work from damage and shall protect the School's property at all times from injury or loss arising in connection with the Contract. Contractor shall make good at its own expense any such damage, injury or loss that may result from its effort in connection with the Work. Contractor shall provide all facilities for protection required by public authority or local conditions.

Licenses, Permits and Regulations

Contractor shall, without additional expense to the School, obtain all licenses and permits required of the prosecution of the Work. Contractor shall conduct its operations in compliance with all laws, rules, regulations and ordinances of the federal, state, and local governments and their authorized agencies. Contractor shall indemnify and save harmless the School from and against any claims, damage, and expense arising from the violation by Contract of any such law, rule regulation or ordinance.

Records

Contractor shall maintain records as required in compliance with applicable federal, state, or local laws, ordinances, codes, and School policies, but in no case for a period of less than four (4) years after the date of termination of this Contract. At any time during normal business hours and as the School may deem necessary, there shall be made available to the School for examinations of all Contractor's records with respect to all matters covered by this Contract and any subsequent agreements. The School may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment, or any other data as may be pertinent.

Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its own sole cost and expense, during the term of and at all time while providing Work and services under this Contract, procure and maintain in force, or cause to be procured and maintained in force, **Commercial General Liability, Professional Liability/Errors & Omissions Insurance** with the broadest coverage commonly available, with a minimum limit of one million dollars (\$1,000,000.00) per occurrence for each such policy. The Professional Liability/Error & Omissions policy shall provide extended reporting period coverage for claims made within two (2) years after this Contract is completed or otherwise terminated.

Automobile Liability Insurance, for contractors providing a vehicle for staff, employees, or subcontractors Commercial General Liability must be a minimum of five hundred thousand dollars (\$500,000) combined single limit.

Automobile Liability Insurance, for sole contractors/subcontractors that provide their own vehicle must be a minimum of one hundred thousand dollars (\$100,000) each person with a three hundred thousand dollar (\$300,000) limit each occurrence.

The El Camino Real Academy, its Governing council, and employees must be named as Additional Insureds with respect to all of the coverages. The Additional Insured Endorsement must provide coverage for losses "arising out of" the Contractor's work or operations in connection operations in connection with this Contract. Contractor' policies must be Primary and Non-Contributing as to any other valid and collectible insurance. Coverages and limits are to be considered as minimum requirements and in no way limit the liability of Contractor. Contractor is responsible for any deductible or self-insured retention contained within the insurance program. The Contractor's insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

Certificates of insurance and complete policies, acceptable to the School, with the coverage as cited above and listing the El Camino Real Academy, its Governing council and employees as the certificate holders, must be submitted **not less than ten (10) working days prior to the execution of this Contract and before work begins by Contractor under this Contract.** Coverages represented on the certificates of insurance must show policy numbers, effective dates and limits. All policies shall evidence insurance written by a carrier licensed in the State of New Mexico and rated at least "A" in A.M. Best's Key Rating Guide. Renewal certificates of insurance shall be provided annually until the work is completed and for three years following the completion of work. The Certificates of Insurance shall provide for not less than thirty (30) days advance notice to the School of cancellation or material change, which shall be mailed or delivered to:

El Camino Real Academy
Attention: Chief Procurement Officer
Business Office
3713 Isleta Blvd SW
Albuquerque, NM 87107

Contractor shall carry Workers' Compensation insurance as required by law.

Contractor will be responsible for all required insurance coverage and all applicable local, state, and federal laws and regulations.

Indemnification/Hold Harmless

Contractor shall defend, indemnify, and hold harmless the School, its governing council, employees, agents from any liability for injury, death, loss, accident, or damage to any persons, or to property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable attorney fees, arising or alleged to have arisen out of any act or omission, including intentional acts or omissions and passive or active negligence, of Contractor or of

anyone directly or indirectly employed by Contractor, or arising in any way from the activities of or services provided by Contractor under this Contract. Contractor shall defend all such claims and litigation, including the payment of the School's attorney's fees and costs, whether such claims and litigation are frivolous or not. School shall have the right to choose its own legal counsel. Contractor hereby waives all rights of subrogation against the School.

Contractor expressly and specifically assumes potential liability and agrees to indemnify, defend (including reasonable attorneys' fees) and hold harmless the School for claims or actions brought by the Contractor's own employees against the School, its governing council, employees or agents. Solely for the purpose of this indemnification and defense, Contractor expressly and specifically waives any immunity under the New Mexico Statutes Annotated, Chapter 52, Workers' Compensation.

These indemnifications shall survive the termination of this Contract.

The parties do not intend, and this provision should not be construed, to waive, alter or modify any immunities or protections afforded by the New Mexico Tort Claims Act.

Professional Responsibility

In connection with the Work hereunder, Contractor agrees that it shall meet or exceed the standard of care, skill, and diligence normally provided by a contractor in the performance of similar work and that the performance of all such Work shall meet or exceed sound and accepted industry standards and practices.

If Contractor fails to meet such standards of care, skill, diligence and/or industry standards and practices, Contractor shall be liable for all damages of whatever kind caused thereby.

Release

Contractor hereby accepts the School premises and adjoining areas as is and releases and discharges the School, its governing council, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from any and all bodily injuries, deaths and damage to property arising directly or indirectly out of this Contract, including but not limited to Contractor's use of the premises and the adjoining areas, including parking areas. Contractor shall be solely and exclusively liable for all damages caused by Contractor's performance of or the failure to perform under this Contract.

The School assumes no responsibility whatsoever for any property placed on any School premises by Contractor or its officers, agents, employees, or servants and Contractor hereby releases and discharges the School, its governing council, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from Contractor's placement of property upon School premises.

Contractor Status

The School and Contractor intend that the relationship between them shall be that of client

and independent contractor. It is the intention of the parties hereto that Contractor be and remain an independent contractor and nothing contained herein shall be construed as inconsistent with that status. The School is interested only in the results obtained under this Contract. The manner, method and means of conducting the work are under the sole control of the Contractor. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees and subcontractors during the performance of this Contract. The work performed under this Contract will be performed entirely at the Contractor's risk. The Contractor agrees to indemnify and hold harmless the School for any and all liability or loss arising in any way out of the performance of this Contract. Contractor shall employ and direct all persons performing any Work hereunder and such person shall be and remain the sole employees of and subject to the control and direction of Contractor. No agent or employee of Contractor shall be or shall be deemed to be an employee or agent of the School. None of the benefits provided by the School to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, is available from the School to the Contractor, or the employees, or agents of Contractor.

Whenever this Contract uses the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words and phrases of like meaning, it shall be understood that the use is intended only to the extent of judging compliance with the terms of this Contract and none of these words and phrases shall imply that the School has any authority or responsibility for supervision of Contractor's forces or operations, such supervision and the sole responsibility being strictly reserved for Contractor.

Subcontracts

Contractor shall not subcontract any of Contractor's duties, obligations, or interests under this Contract unless, and no such subcontract shall be effective until, Contractor obtains the prior written consent of the School. Any attempt by Contractor to subcontract without the prior consent of the School may be deemed a material breach of this Contract. Subcontracts made without the School's prior written consent may be declared null and void.

If the Contractor contemplates a subcontract, the Contractor shall provide the following information promptly at the School's request: (1) a description of the work to be performed by the subcontractor; (2) a draft copy of the proposed subcontract; and (3) other information and/or certifications requested by the School.

The issuance of subcontracts shall not relieve Contractor of any of its obligations under this Contract, including, without limitation, the obligation to properly supervise and coordinate the work of subcontractors. Such subcontracts shall be in such form and contain such provisions as are required by this Contract or as the School may otherwise prescribe; provided, however, that nothing contained herein shall create any contractual relationship between any subcontractor and the School.

Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the School's approval of the Contractor's proposed subcontract.

The School's consent to subcontract shall not waive the School's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this School right.

Contractor shall indemnify and hold the School harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

Contractor shall be solely and exclusively liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the School's consent to subcontract.

Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to the Contractor's employees and agents, and to any individual or entity not a party to this Contract, for all loss, damage, or injury caused by the Contractor or the Contractor's employees and agents in the course of their employment.

Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the School from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

El Camino Real Academy
Attention: Chief Procurement Officer Business Office
3713 Isleta Blvd SW
Albuquerque, NM 87105

Use of Premises

Contractor shall confine the storage of materials and equipment in locations acceptable to the School and in accordance with all applicable laws, rules, regulations and ordinances. Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and services to properly restrict access and properly protect any person having access to or near the Work site.

Confidentiality

All material given to or made available to Contractor, or prepared or assembled by Contractor by virtue of this Contract that the School identifies as proprietary or confidential information, or otherwise requests to be kept confidential, will be safeguarded by Contractor and shall not be disclosed to any individual or organization without the prior written approval of the School. All information, data, or other material provided by the School to Contractor shall be subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

Cleaning Up

Contractor shall, at all times, keep the Work areas, including storage areas used by it, in a clean and orderly condition and free from combustible debris and waste materials. Upon completion of the Work, Contractor shall remove all rubbish from and about the Work areas.

Trespass

Contractor shall be solely responsible and liable for any act of trespass or any injury to adjacent property, resulting from or in connection with the operations under this Contract. Contractor shall be liable for any claims that arise from the deposit of any debris of any kind upon adjacent property.

Liens

Contractor shall at all times promptly pay for all materials, equipment, and labor used in the performance of this Contract and shall maintain all materials, equipment, structures, premises and other subject matter free and clear from all laborer, materialmen, and mechanic liens; provided that all payments due to Contractor have been paid by the School. Contractor shall indemnify and save the School harmless from all such liens arising out of the Work. Contractor shall provide to the School, upon its request, reasonable evidence showing that all materials, equipment, labor and subcontractors have been paid in full, except for any outstanding claims relating thereto; which claims may, at the School's option, be assigned to the School.

Appropriations

The terms of this Contract, and any subsequent renewal thereof, are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the New Mexico Department of Education for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature, this Contract shall terminate, without any penalty or damages whatsoever against the School, upon written notice being given by the School to Contractor. The School's decision as to whether sufficient appropriations and authorizations are available shall be accepted by Contractor and shall be final.

Conflict of Interest

Contractor represents 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 of services required under this Contract. The Contractor agrees to comply with the requirements of the New Mexico Financial Disclosure Act (Section 1016A1, et seq., NMSA 1978) and the Governmental Conduct Act (Section 10161 et seq. NMSA 1978) as applicable. Contractor represents and warrants that the services to be performed under this Contract shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

Nondiscrimination

The Contractor warrants that during its performance of this Contract, Contractor, or any of its employees, agents, or subcontractors, will not violate any of the discrimination laws of the United States, including, but not limited to, on the basis of age, sex, sexual orientation,

race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or as a disabled veteran.

Foreign Corrupt Practices Act

Contractor represents and warrants to the School that it is aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and will not take any action that could violate the FCPA or expose the School to liability under the FCPA. Specifically, Contractor represents and warrants that, in connection with this Contract, Contractor and its owners, officers, directors, employees, representatives or agents have not provided and will not provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to any government official (or any agent, employee or family member thereof), any political party or candidate for political office, or any third party, for the purpose of influencing or inducing any act, omission or decision of such government official or candidate, or of the government to obtain or retain business, or direct business to any person, or to secure any improper advantage.

Notice of Penalties

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

Force Majeure

The School and the Contractor shall be mutually relieved from any liability as a result of the onset of a force majeure condition. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Termination

This Contract will remain in effect unless terminated by either party in accordance with this provision. The parties may mutually agree to terminate this Contract any time by written agreement signed by both parties.

Notwithstanding anything in the paragraph immediately above or anything in this Contract to the contrary, the School in its sole discretion shall have the right, at any time and for any reason whatsoever, including its own convenience, upon thirty (30) calendar days written notice, to suspend or terminate Contractor's services, or any portion thereof, and to terminate this Contract, in whole or in part, without regard to whether Contractor has defaulted or failed to comply with the provisions of this Contract.

Either party may terminate this Contract in the event of a breach by the other party. To be effective, the non-breaching party must give written notice to the other party of its intent to

terminate. If the breaching party does not entirely cure the breach within fifteen (15) calendar days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination as provided in the preceding paragraph of this Contract.

Notwithstanding any of the above provisions of this Termination section of this Contract, the School may terminate this Contract immediately by written notice to the Contractor upon cancellation, denial, suspension, revocation or non-renewal of any license, permit or certificate, including, without limitation, insurance policy or Certificate of Insurance, that Contractor must hold to provide services under this Contract.

Dispute Resolution

Disputes on any matter relating to this Contract shall be discussed and resolved by authorized representatives of each Party who have the authority to bind the Party that they represent. The Parties shall use their best efforts to amicably and promptly resolve the dispute. If the Parties are unable to resolve the dispute within a reasonable time period as determined by the representatives, the Parties may pursue any other legal, mediation, or arbitration means for resolving disputes which may arise from or under this Contract.

Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, certified, return receipt requested, postage prepaid, as follows:

To School:

Two separate notices with separate delivery to:

El Camino Real Academy
Attention: Director
3713 Isleta Blvd SW
Albuquerque, New Mexico 87105
Telephone: 505-314-2212
E-mail: jennifer.mercer@ecr charter.org

El Camino Real Academy
Attention: Chief Procurement Officer
3713 Isleta Blvd SW
Albuquerque, New Mexico 87105
Telephone: 505-314-2212
E-mail: busmgr@ecr charter.org

To Contractor: INSERT CONTRACTOR INFORMATION

Invalid Term or Condition and Severability

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

No waiver

The failure of the School to insist upon Contractor's compliance with its obligations under this Contract in any one or more instances shall not operate to relieve Contractor from its duty to comply with such obligations in all other instances.

Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

Immunities and Defenses

The School does not waive or relinquish any immunity, defense or protection on behalf of itself, its officers, governing council members, employees and agents as a result of the execution of this Contract and the performance of the provisions contained herein.

No Assignment

Contractor shall not assign any interest, transfer any interest, or assign any claims for money due or to become due in this Contract or any appendices, addenda, or amendments thereto.

No Third Party Beneficiaries

School and Contractor are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

Other Contractors

The School reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the School. When requested by the School, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor must not interfere with the work performance of any other contractor or School employees.

Entire Agreement

This Contract and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their successors, and assigns. When signed by both Parties, this Contract (and any attachments or appendices thereto) is the final and entire Contract and supersedes any prior understanding or written or oral Contract relative to the subject matter hereof. This Contract may

not be altered, changed or amended, except by written instrument signed by both Parties.

Attachments:

Appendix A: RFP NO. 001-1920

The School and the Contractor have entered into this Contract as of the Effective Date. Services will not be provided will not be received until all documents and insurance requirements in this contract have been provided.

The contract shall not become effective until it has been signed by the signed by the Governing Council or its designee and an approved purchase order has been issued to the Contractor.

Approved by the El Camino Real Academy on _____

SCHOOL:

El Camino Real Academy

By: _____
Signature

Print Name

Title: _____

Date: _____

By: _____
Signature

Print name

Title: _____

Date: _____

CONTRACTOR:

By: _____
Signature

Print Name

Title: _____

Date: _____

APPENDIX B

El Camino Real Academy

Mandated Insurance Requirement - Professional Services/Services \$1 Million

				Minimum Requirements	Required
1. Certificate of Liability Insurance					
1. The following must be named as Certificate Holders with respect to all coverages					yes
El Camino Real Academy (ECRA)					yes
ECRA Governing Council					yes
ECRA Employees					yes
2. Commercial General Liability					
	\$1 million	Per Occurrence	Per Policy		yes
3. General Aggregate Limit					
	\$1 Million	Per Project			yes
4. Professional Liability/Errors & Omissions					
Extended reporting period coverage for claims made within 2 years after contract is complete or otherwise terminated					
	2 Years				
4a. Additional Insured with respect to ALL Coverages					
Certificate of Additional Insured Endorsement					yes
1. The additional insured endorsement must provide coverage for losses "arising out of" the contractors work or operations in connection with each contract					yes
2. The following must be named as Additional Insured with respect to all coverages					
El Camino Real Academy (ECRA)					yes
ECRA Governing Council					yes
ECRA Employees					yes
5. Automobile Liability					
For Contractors Providing Vehicles	\$500,000	Combined Single Limit	Each Occurrence		yes
Or					
For Sole Contractors/Subcontractors Using Personal Vehicles	\$100,000 \$300,000	Each Person Limit Each Occurrence			yes
6. Worker's Compensation Insurance as required by law covering employees that work in New Mexico					
	Per Statute		Per Policy		yes

NOTE: Services cannot begin or products cannot be delivered until all of the insurance requirements listed above had been met and submitted to the El Camino Real Academy 3713 Isleta Blvd SW Albuquerque, NM 87105

For questions, please contact the Chief Procurement Officer at 505-314-2212

El Camino Real Academy
3713 Isleta Blvd SW
Albuquerque, NM 87105
Telephone (505) 314-2212 Fax (505) 314-2216

APPENDIX C
Request for Proposal Terms and Conditions
Unless Otherwise Specified

Instructions to Offerors: El Camino Real Academy (School), its Governing Council and its authorized representatives are hereafter referred to as "School." Vendors will be required to sign a formal contract with the School and provide all required insurance and documents after the Proposal is awarded and before a purchase order will be issued or products and services can be delivered. Proposals are to comply with all instructions and provide the information requested. Failure to do so may disqualify your proposal,

1. Proposal must be submitted in a sealed envelope and shall not be considered if received by the School after the date and time specified in the Advertisement for the Proposal. All sealed proposals must be submitted on the official documents or forms provided by the School. All proposals must be properly completed and supported by required documentation and be signed by a responsible and authorized person from the proposing firm. The outside of the sealed envelope must be marked with the Proposal Name, Proposal Number, and Opening Date and Time as instructed in the Proposal. Price Proposals should be submitted separately from Technical Proposals and be marked in the same manner.
2. Proposals will be opened publicly in the presence of the Procurement Officer/designee, one or more School Employees. Proposals and modifications will be date & time stamped upon receipt and held in a secure place until the established due date. The School reserves the right to accept or reject any or all proposals and the right, but not the obligation, to waive minor technicalities when it is in the best interest of the School. This PROPOSAL implies no obligation on the part of the buyer, nor does the buyer's silence imply acceptance or rejection of any proposal offer.
3. All proposal items are to be NEW and of most current production, unless otherwise specified.
4. Manufacturer's and/or Brand names and numbers used in these specifications are as a matter of convenience to indicate quality, type, and features desired. Full consideration will be given to alternate items proposed if specifications are equal to or greater than manufacturer and/or brand name specified. Where equipment/material varies from these specifications, the proposer shall clearly note the variances.
5. Inspection: Final inspection and acceptance of the product will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
6. Samples of items, when required, must be furnished free of expense prior to the opening of proposals. Unused samples may be claimed by the proposer at the proposer's expense within 90 days of the proposal opening.
7. All proposals to include delivery cost: F.O.B. El Camino Real Academy, 3713 Isleta Blvd SW, Albuquerque, NM, 87105 unless otherwise specified.
8. Delivery Time may be a consideration in the award of the Proposal.
9. The School is exempt from paying Federal Excise, State, and Local Sales Taxes for most products/materials. The School will furnish necessary exemption certificates as required.
10. Discounts: Prompt payment discounts will not be considered in computing the proposal. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.

11. Commercial Warranty: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the School and are in addition to and do not limit any rights afforded to the School by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

12. The successful offeror shall comply with all Federal, State and Local Laws, Ordinances and Regulations pertaining to work under his charge and shall bear all expenses associated with such compliance. The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

13. The Contractor will be responsible for obtaining all required insurance as listed in the Proposal and the Contract in the exact amounts as designated. A purchase order will not be approved and products cannot be delivered until all insurance requirements have been met.

14. In the event the successful offeror fails to deliver as and when promised, the School reserves the right to cancel its contract and offeror agrees that the School may charge seller with any loss or expense sustained as a result of such failure to deliver as promised.

15. If Contractor should for any reason go out of business, Contractor shall give the School at least thirty (30) days prior notice. In such event the second-ranked offeror under the RFP may be offered the Contract for the remainder of the term.

16. If service delivered hereunder is covered by any patent, copyright, trademark or application thereof, the successful offeror will indemnify and hold harmless the School from any and all losses, costs, expenses, and legal fees on account of any claims or legal actions.

17. A five-percent preference will be given to offerors who properly claim and qualify for a New Mexico Resident Preference and/or Veteran Owned Business. Failure to claim the preference and to include a valid resident certificate number with the proposal shall disqualify the offeror from receiving the preference.

18. The School will not be responsible for any items purchased and/or service performed without a formal, approved, and printed purchase order and a contract, signed by the authorized representative.

19. Award of the proposal will be on an item-by-item basis and/or all or none according to the actual Request for Proposal. Offerors shall provide the unit and total price for each individual item. In case of error in the extension of prices in the Proposal, the unit price will govern. The AWARD shall be made to the responsible offeror or offerors whose PROPOSAL is most advantageous and in the Best Interest of the School. Award will be contingent upon available funds. Multiple awards may be issued if in the Best Interest of the School.

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

21. PROTEST: Protests of a PROPOSAL award shall be submitted in writing within fifteen calendar days of award. Any such protest must include the specific grounds for the protest. By submission of PROPOSAL, each offeror agrees that if such offeror should protest the School's failure to award the PROPOSAL to him/her, or protest an award to another offeror, and if such protest is unsuccessful, such offeror shall be liable to the School for and shall promptly pay the amount of any and all loss, liability, and expense suffered by the School in whole or in part as a result of the unsuccessful protest, including any attorney's fees incurred by the School in defending against the protest. The successful offeror will indemnify and hold the School harmless from and against any and all loss, liability, and expense, including attorney fees which result from any protest or other claims by third parties which allege irregularity in the awarding of the PROPOSAL, if any such irregularity is, in whole or in part, the offeror's fault.

Appendix D

PROSPECTIVE CONTRACTOR CONFLICT OF INTEREST CERTIFICATION

No employee or Governing Council member of El Camino Real Academy has a direct or indirect interest in the prospective Contractor or in the proposed transaction (unless prospective Contractor is publicly traded company and the employee or Governing Council member's interest is less than one percent of the prospective Contractor).

Prospective Contractor neither employs nor is negotiating to employ any employee or Governing Council member of the El Camino Real Academy.

Prospective Contractor did not participate directly or indirectly in the preparation of specifications upon which the quote or offer is made.

If the prospective Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in prospective Contractor, please identify legislator:

List below the name and social security number of any employee of the prospective Contractor or person assisting in the proposed transaction in any way who was an El Camino Real Academy employee within the preceding 12- month period.

_____	_____
_____	_____
_____	_____

Certification

The undersigned hereby certifies that he/she has read the Conflict of Interest requirements as set forth in § 10-16-1 NMSA 1978 et seq. 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 prospective Contractor named below.

Signature: _____ Title: _____

Name Printed: _____ Date: _____

Company: _____ City: _____

Appendix E

CAMPAIGN CONTRIBUTION DISCLOSURE

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

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

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

The following definitions apply:

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

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

Contributions Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable public official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE TO AN APPLICABLE PUBLIC OFFICAL BY ME, A FAMILY MEMBER OR REPRESENTATIVE.

Signature

Date

Title (position)

Appendix F

DEBARMENT/SUSPENSION CERTIFICATION

The prospective Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with any Federal department or agency or with any department or agency of the State of New Mexico, or in receipt of a notice or proposed debarment from any Federal or Public State Agency. The prospective Contractor agrees to provide immediate notice to the El Camino Real Academy Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract. If prospective Contractor is awarded a contract, prospective Contractor agrees to provide immediate notice to the El Camino Real Academy Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any Federal or State Department Agency, or upon receipt of a notice of proposed debarment/suspension that is received at any time during the term or any renewal term of the contract.

The undersigned hereby certifies that prospective Contractor understands and will comply with these requirements, including the requirements of 22 CRF Part 513 and § 13-1-177 NMSA 1978 et seq. and any amendments thereto. The undersigned further certifies that he/she has the authority to certify compliance for the prospective Contractor named and that the information contained in this document is true and accurate to the best of their knowledge.

The prospective Contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Where the prospective Contractor is unable to certify to any of the statements in this certification, the prospective Contractor shall attach an explanation to this proposal.

Signature: _____ Date: _____

Title: _____

Name Typed/Printed: _____

Company Name: _____

Address: _____

APPENDIX G

COMPANY NAME: _____

RFP 001-1920 PRICE PROPOSAL EVALUATION SUBMITTAL*

*Please complete a "not to exceed" cost/hour for all services you offer, final contract cost/hour will be negotiated based on licensure and education level of the selected candidate.

You are **NOT** required to provide all services listed below to have a successful proposal

Please add any additional Disciplines/Services as needed

PROFESSIONAL DISCIPLINE/SERVICE	NOT TO EXCEED COST PER HOUR <u>NOT</u> INCLUDING GROSS RECEIPTS TAX
Audiologist	
Counselor	
Diagnostician	
Certified Occupational Therapist Assistant (COTA)	
Occupational Therapist (OT)	
Speech Language Pathologist (SLP)	
Speech Language Pathologist Assistant (SLPA)	
Physical Therapist (PT)	
Physical Therapist Assistant (PTA)	
School Psychologist	
Social Worker	
Certified Behavior Analyst	
Teletherapists (please list Teletherapist services available):	
Speech Language Pathologist	
Occupational Therapist	
School Psychologist	
Certified Behavior Analyst	

