



**RIO RANCHO PUBLIC SCHOOLS**

**PURCHASING DEPARTMENT**

**500 LASER RD NE**

**RIO RANCHO, NEW MEXICO 87124**

**Request for Proposals Number: RFP No. 2019-002-SS**

**TITLE: Web-Based Application for Students with Disabilities**

**Submittal Due Date: October 31, 2018**

**Time: 2:00 PM (MT)**

**Submitted To: Rio Rancho Purchasing, 500 Laser Road NE Rio Rancho, NM 87124**

Rio Rancho Public Schools (“RRPS”) is seeking to establish a price agreement for a Web-Based Application for Students with Disabilities. *(Dependent upon available funding)*

All interested parties are strongly encouraged to submit a proposal for the products within this Request for Proposals (RFP). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this RFP may result in your offer submittal being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978.

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS:

The RIO RANCHO PUBLIC SCHOOL DISTRICT is requesting proposals for a Web-Based Application for Students with Disabilities for the District.

### B. SUMMARY SCOPE OF WORK:

The scope of work shall consist of a Web-Based Application for Students with Disabilities for nineteen (19) schools and any programs attached to those schools, at the direction of the Executive Director of Special Services.

RRPS is in the process of developing an Operational Data Store (ODS) so that our district can take advantage of data interoperability between our many data systems. The ODS is being built using the Ed-Fi ODS framework.

As a RRPS vendor it is required that you can establish appropriate means to connect to the RRPS EdFi ODS project by providing a developer-friendly API interface to create, read, and update information stored in an Ed-Fi powered ODS and leveraging the EdFi data validation rules engine while ensuring the data quality necessary to populate the RRPS Ed-FI Dashboards.

### C. SCOPE OF PROCUREMENT AND CONTRACT TERM:

The scope of the procurement shall encompass the defined scope of work. This contract will be in effect for a period of **five (5)** years from date of contract award. Contingent upon funding and mutual agreement, contract may be extended for up to **three (3)** additional years, one year at a time. Pricing structure will remain firm for the life of the contract.

### D. PROCUREMENT CONTACT:

Michael Madrid, CPO, CPPB  
Purchasing Manager  
500 Laser Road, NE  
Rio Rancho, New Mexico 87124  
(505) 962-1143, Ext. 51143  
[michael.madrid@rrps.net](mailto:michael.madrid@rrps.net)

### E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this request for Proposal (RFP), including appropriate abbreviations.

**“RRPS Board of Education”** is governed by a five member elected board that sets policy and approves the annual budget. The board also hires the RRPS Superintendent who oversees the operations of the district. The RRPS Board approves all architectural and contractor selections.

**Award of Contract”** shall mean a formal written notice by the District that a firm(s) has/have been selected to enter into a contact for services.

**“Contract”** means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**“Contractor”** means successful Offeror awarded the contact.

**"Desirable"** The terms "may" "can" "should" "preferably" or "prefers" identifies a desirable or discretionary item or factor.

**“Determination”** means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**“District Representative”** is the individual who is an employee of the school district, named in this Agreement, with the authority to act for RRPS with respect to this Agreement unless otherwise specifically noted.

**“Entity”** means the District for the purposes of Section 13-1-120(B)(6), NMSA 1978; Evaluation Criteria; and is the entity requesting proposals.

**"Evaluation Committee"** means a body appointed by RRPS management to perform the evaluation of offeror's proposal.

**"Finalist"** is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

**“Mandatory”** means the terms "must" "shall" "will" "is required" or "are required" identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

**“Multiple source awards”** means an award of an indefinite quantity contract for one or more similar services or items of tangible personal property to more than one offeror.

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

**“Owner”** is the Board of Education of the Rio Rancho Public Schools (RRPS).

**“Proposal”** is the Offerors response to this RFP.

**“Request for Proposals”** or **“RFP”** means all documents, attached or incorporated by reference, used for soliciting proposals.

**“Resident Business”** or **“Resident Contractor”** means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

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

**“Responsive Offer”** or **Responsive Proposal”** means an offer or proposal, which conforms in all material, respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

**“Selection Committee”** means a body constituted in accordance with Section 13-1-121 NMSA 1978 to perform the evaluation of Offeror proposals.

The terms **“can,” “may,” “should,” “preferably,”** or **“prefers”** identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offerors proposal. Rejection of the proposal will be subject to review by the Selection Committee and the final decision or rejection will be made by the Committee Chairman.

## **F. BACKGROUND INFORMATION**

Rio Rancho Public Schools was founded in 1995 and is the third largest school district in New Mexico with 2,340 staff members. Enrollment, as of August of 2018, includes 17,683 students across 20 schools (1 preschool, 10 elementary schools, 4 middle schools and 4 high schools and 1 district office). District enrollment growth is currently flat; the district anticipates opening one additional elementary school in the next five years.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events, and the conditions governing the procurement.

### A. SEQUENCE OF SELECTION PROCESS EVENTS

	<b><u>Action</u></b>	<b><u>Responsibility</u></b>	<b><u>Date</u></b>
1.	Publish RFP	Procurement	9/30/18
2.	Issue RFP <a href="http://www.rrps.net/departments/finance">http://www.rrps.net/departments/finance</a>	Procurement	10/01/18
3.	Deadline to submit written questions	Potential Offerors	10/16/18 3:00 p.m.
4.	Issue Addenda <a href="http://www.rrps.net/departments/finance">http://www.rrps.net/departments/finance</a> )	District	10/23/18
5.	<b>Submission of Proposals</b>	<b>Offerors</b>	10/31/18 2:00 p.m.
6.	Evaluation of Scoring	Evaluation Committee	11/15/18 10:00 a.m.
7.	Notice of Short Listed Offerors	Procurement Manager	TBD
8.	Interviews and Demonstration (If held)	Evaluation Committee & Offerors	TBD
9.	Recommendation of Award to Governing Board	Procurement Manager	12/10/18
10.	Contract Negotiations	District	TBD
11.	Issue Notice of Award, prepare contract	District	TBD

### B. EXPLANATION OF EVENTS

1. **Issue of RFP** - This RFP is being issued by the District in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978.
2. **Deadline to Submit Additional Questions** - Potential Offerors **may** submit additional written questions as to the intent or clarity of this RFP until close of business on the date specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Purchasing Agent. Between the time of issuance of the RFP and the submission deadline, prospective Offerors are encouraged to call the District Representative concerning any questions about the scope of work or the RFP schedule.

Prospective Offerors are also encouraged to visit with the District Representative. After the proposal submission due date, the Offerors are not allowed any contact with the district representative.

3. **RFP Amendments/Addendum** Should an amendment/addendum to this RFP be deemed necessary between the issuance of the RFP and the proposal submission deadline, it will be posted on the Procurement Website <http://rrps.net>. The form **must be downloaded by the offeror** signed by the Offeror's representative, and included with the response to this procurement. Please refer to the sequence of events section for an exact date when the amendment/addendum would be posted.

4. **Submission of Proposals**

ALL OFFEROR PROPOSALS **MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PURCHASING AGENT OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN DAYLIGHT TIME ON October 31, 2018. Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to:

Agency: Rio Rancho Public Schools  
Name: **Michael Madrid CPO, CPPB**  
Title: Purchasing Manager  
Address: 500 Laser Rd., NE  
Rio Rancho, NM 87124  
Telephone: 505-962-1143  
Email: michael.madrid@rrps.net

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the Professional Architectural Services RFP. Proposals submitted by facsimile or other electronic means will not be accepted. A public log will be kept of the names of all Offerors. Pursuant to section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

Proposals will be reviewed, for completeness and compliance with requirements, by the Purchasing Agent, or designee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination and the method of protesting that Determination.

5. **Proposal Evaluation/Short listing** - The evaluation of proposals will be performed by the Selection Committee appointed by Rio Rancho Public Schools management. During this time, the Purchasing Agent may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

It is at the Selection Committees sole discretion to hold interviews with the firms with the highest scored proposals. The Selection Committee may award the selection based on results of the short listing. If fewer than three proposals are received, the Selection committee may recommend an award or direct that the RFP be reissued.



6. **Pre-Interview Meeting (If Required)** – Included, with the notice to firms selected for interview, will be a notice of date and time for the pre-interview meeting. The pre-interview meeting may be held by the District Representative, to answer questions from the short listed firms about the interview process. Also, at the Pre-Interview meeting, the Selection Committee may issue, through the District Representative, the list of prepared questions to be addressed by the firms at the interview. These questions are the basis of scoring by the committee.
7. **Notice of Finalists (If required)** – Each responsive Offeror will be notified in writing as to the results of the short listing. This notice will include the overall scores awarded by the Selection Committee for all proposals submitted and will note firms selected for interviews. In general, the Selection Committee attempts to mail notices two weeks prior to the interview date. A public log will be kept with the names and overall scores of all Offerors short listed for interviews.
8. **Interviews and Demonstration with Finalists (if required)** – For those proposals selected for interview, notices to finalists will include the interview date and time. Interviews are generally held at the office of the District. The interview location may be changed at the discretion of the Selection Committee. Scoring for the interview will be based on responses to questions presented at the pre-interview meeting. Interview scoring will total approximately 100 points. The points will be equally divided between the prepared questions and points will be allocated by each member. Each member’s point totals will be totaled together to determine the overall scoring of firms for the interview.

The firm(s) with the highest combined scores from shortlist and interview (if held) may be awarded the selection.

9. **Notice of Award** – The District will notify finalists in writing of the final award(s). This notice will include the interview scores of firms and final combined scores for the project award(s). At this time, all proposals that were submitted are open for public inspection for a period of 30 days after the award.
10. **RRPS School Board Approval** – The award is not final until approved by the RRPS School Board.

## C. **GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the State procurement regulations, 1.4.1 NMAC and the Policies/Procedures of Rio Rancho Public Schools. The General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the project will be completed

1. **Protest Deadline** - Any protest by an Offeror must be in conformance with 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Offerors shall begin on the day following the contract award and will end as of 5:00 PM MDT on the fifteenth (15) calendar day following the agreement award. Protests must be written and must include the name and address of the Protester and the request for the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Director. The protest must be delivered to the following address

Name            Michael Madrid, CPO, CPPB  
Title            Purchasing Manager  
Address:        Rio Rancho Public Schools  
                    500 Laser Road, NE  
                    Rio Rancho, NM 87124  
Telephone:     (505) 962-1143, Ext 51143  
E-Mail:         michael.madrid@rrps.net

Protests received after the deadline will not be accepted.

2. **Incurring Cost** - 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.
3. **Amended Proposals** – An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. District personnel will not collate or assemble proposal materials.
4. **Offeror’s Rights to Withdraw Proposal** - Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror’s duly authorized representative(s) addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
5. **Disclosure of Proposal Contents** - The proposals will be kept confidential until Contracts are awarded by the RRPS Procurement Department. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

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

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

6. **Termination** - This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when the Procurement Department determines such action to be in the best interest of the Rio Rancho Public Schools.

RRPS may by written notice cancel contract for contractor's default in whole or in part, at any time contractor refuses or fails to comply with the provisions of the contract, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, RRPS may purchase of otherwise secure item(s) or service(s) and, except as may be otherwise provided; contractor shall be liable to RRPS for any excess costs occasioned thereby.

If after notice of cancellation for default, RRPS determines that the contractor was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the contractor, cancellation shall be deemed for the convenience of RRPS, unless RRPS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet requirements.

RRPS may by written notice stating the extent and effective date, cancel the contract for convenience, in whole or in part, at any time. RRPS shall pay contractor as full compensation for performance until such cancellation (1) the unit or prorated price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by contractor as approved by RRPS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.

If RRPS determines that contractor has been delayed due to causes beyond the control and without the fault and negligence of the contractor, RRPS may extend the time for completion when promptly applied for in writing by the contractor. Sole remedy of contractor in event of delay by failure of RRPS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. Contractor is defined as the contractor and any sub-contractors at any tier.

7. **Sufficient Appropriation** – Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Owner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If determination is made that there is insufficient funding to continue or finalize a project, the contractor will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

8. **Standard Contract** – The Owner will use the RRPS document agreement between Rio Rancho Public Schools and the Successful Offeror.
9. **Offeror Qualifications** - The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in 13-1-83 and §13-1-85 NMSA 1978.
10. **Right to Waive Minor Irregularities** - The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Offerors failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.
11. **Notice** - The Procurement Code, 13-1-28 through §13-1-199 NMSA, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
12. **INDEMNIFICATION** – Offeror agrees to defend, indemnify, and hold harmless RRPS and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any services performed by the contact under this agreement.
13. **CONFLICT OF INTEREST** – Offeror warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or regained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fid employees or bona fid established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business. For violation or beach of this warrant, RRPS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this proposal, the offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the fee competitive process in connection with this solicitation.

Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

14. **Prime Contractor Responsibility:** Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with RRPS. RRPS will make contract payments to only the prime contractor.

RRPS will consider a proposal from multiple prime contractors in the form of a joint venture response to the RFP. If accepted, RRPS will enter into separate contracts with each of the multiple prime contractors. The specific responsibilities of each of the multiple prime contractors must be clearly described in the joint venture proposal. RRPS will accept no more than two (2) multiple prime contractors in a single joint venture proposal.

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Only one proposal may be submitted by each individual entity for the project(s), which is the subject of this RFP.

#### **B. NUMBER OF COPIES**

Offerors shall provide one original (1) , one (1) digital copy, and five (5) identical copies of their proposal to the location specified in Section II, paragraph B, and one digital before the close date and time for receipt of proposals.

#### **C. PROPOSAL FORMAT (The following items are not counted against the 20 Page limitation)**

- Front cover (blank on back side)
- Submittal Letter (one page maximum)
- Table of Contents page (one page maximum)
- Divider Pages (See Sections Below)
- Completed Campaign Contribution Disclosure Form (Provided at the end of this RFP)
- Resident Veterans Preference Certification (provided at end of this RFP)
- Certificate(s) of insurance
- Conflict of Interest and Debarment /Suspension Certification Form (provide at end of this RFP)
- Offeror Information Signature Page
- Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECICALLY EXCLUDED, AS NOTED ABOVE – SHALL BE COUNTED TOWARDS THE 20 PAGE MAXIMUM.

Divider Pages are noted herein. The Selection Committee will score proposals based on these Sections. A more detailed description and points assigned to each Section is provided under V. EVALUATION.

- |           |  |
|-----------|--|
| Section 1 | Web-Based Application                                    |
| Section 2 | Consulting and Service                                   |
| Section 3 | Corporate Experience                                     |
| Section 4 | Price  |
| Section 5 | - Attachments  |
|           | - Insurance Certificate must be provided                 |
|           | - Campaign Contribution Disclosure Form must be provided |

- Resident or Veterans Resident Certificate must be must be provided (A COPY OF ANY AND ALL CERTIFICATES IS REQUIRED TO RECEIVE POINTS)
- Conflict of Interest and Debarment/Suspension Certification Form
- Offeror Information Signature Page

NOTE: All attachments referenced above are excluded from the page count.

Any proposal deemed non-conforming by the Selection Committee Chairman in regard to format will be considered non-responsive. Offerors shall contact the District Representative to clarify any questions concerning format prior to submission.

1. **Proposal Organization** - All pages should be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and should be numbered as such. Proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Section 1 through 7, are helpful.
2. **Submittal Letter** – Each proposal must be accompanied by a submittal letter. The submittal letter (the following information will be required in order to contract for the project(s)) should:
  - a. Identify the submitting business, including valid resident certificate number (copy of certificate is required);
  - b. Identify name and title of the person(s) authorized by the company to contractually obligate the business for purposed of this RFP ;
  - c. Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
  - d. Be signed by a person authorized to contractually obligate the Offeror;
  - e. Acknowledge receipt of any and all addenda(s)s to this RFP;
  - f. If a joint proposal, contain a statement indicating the percentage of services to be completed by the nonresident business based on the dollar amount of the fee proposed in Section IV and;

## IV. SPECIFICATIONS

### BACKGROUND INFORMATION:

RRPS seeks a firm or firms to perform A WEB-BASED APPLICATION FOR STUDENTS WITH DISABILITIES for the Rio Rancho Public School District for 3,904 students with disabilities and/or exceptionalities, based on yearly Federal reporting requirements to NMPED. The District currently consists of one (1) District office, one (1) pre-school, ten (10) elementary schools, four (4) middle schools, two (2) high school, and two (2) alternative schools. RRPS may be building one (1) new elementary school and (1) new middle school in the near future. The firms need to take into account the growth of Rio Rancho and RRPS may reorganize.

RRPS is in the process of developing an Operational Data Store (ODS) so that our district can take advantage of data interoperability between our many data systems. The ODS is being built using the Ed-Fi ODS framework.

As a RRPS vendor it is required that you can establish appropriate means to connect to the RRPS EdFi ODS project by providing a developer-friendly API interface to create, read, and update information stored in an Ed-Fi powered ODS and leveraging the EdFi data validation rules engine while ensuring the data quality necessary to populate the RRPS Ed-Fi Dashboards.

- A. **MANDATORY BUSINESS SPECIFICATIONS** - Offeror must respond in detail to the following points. In your own narrative style address each point and separate section as indicated. Be specific with in depth answers that include exact information.
1. Describe your company's operation and its capabilities as a potential contractor to RRPS. Specifically address management's commitment to such a contract.
  2. Describe your company's operation in working with similar entities.
  3. Detail the staff and establish the level of expertise.
  4. Provide at least three (3) current references on local accounts for which you provide a Web-Based Application for Students with Disabilities. Said References cannot be Rio Rancho Public School District. SEE APPENDIX C.
  5. Provide Annual Reports or financial statements certified by a licensed public accountant for the past year. Confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
  6. Offeror must be licensed or incorporated to do business in the State of New Mexico. Offeror must provide a copy of license at the time of proposal submittal.
  7. Insurance: The successful contractor(s) shall, at his own expense, carry and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed below:
    - a. Worker's Compensation Insurance –  
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 Worker's Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

- b. Public Liability Insurance –
  - 1. In the sum of ONE MILLION DOLLARS (\$1,000,000.00) for damage to loss of, or destruction of property arising out of a single occurrence.
  - 2. In the sum of ONE MILLION DOLLARS (\$1,000,000.00) to any person for any number of claims arising out of a single occurrence for all damages.
  - 3. In the sum of ONE MILLION DOLLARS (\$1,000,000.00) for all claims arising out of a single occurrence.

**B. DETAILED SCOPE OF WORK/SPECIFICATIONS**

- 1. RRPS wishes to establish contract(s) with responsive and responsible contractor(s) for a Web-Based Application with secured hosting for Students with Disabilities for Rio Rancho Public Schools.
- 2. The successful Offeror must work directly with the Executive Director of Special Services Department or his designee of the Rio Rancho Public Schools.
- 3. This contract will require:
  - A. Providers must possess the following:
    - 1. Proof of independent contractor status;
    - 2. Personnel directly involved in providing services are appropriately endorsed/licensed by the State Department of Education under the Public School Code, Section 22-13-8, NMSA 1978. Provide copies of license upon request by Executive Director of Special Services;
    - 3. Providers must submit copies of licensure with their proposal; and
    - 4. Providers must be certified in accordance with Medicaid regulations and will complete ALL necessary documentation upon request by the Executive Director of Special Services.
- 4. Services and Duties of the Provider. The services include the following:
  - A. Provide a Web-Based Application with secured hosting for Students with Disabilities for the District with features of creating, editing formatting, and saving electronic Individualized Education Plans (IEPs) with file management capabilities (i.e. upload and download with adequate server space), and data interfacing from our Student Information System, (currently PowerSchool) which will produce a professional IEP document;
  - B. Within 4.A. above, provide the ability to create, edit, format, and save electronic Student Assistance Team (SAT) plans and Section 504 plans for students with file management capabilities (i.e. upload and download with adequate server space), and data interfacing from our Student Information System, PowerSchool. (Optional at discretion of RRPS.);



- C. Provide a comprehensive diagnostic report writer/manager including the ability to filter records, create reports, include graphs on reports, select from a bank of standardized tests with a variety of ways of reporting scores, saving reports, selecting data to be used in reports, etc. with fluid and effortless editing, formatting, reviewing and integrating all report sections to produce a multi-disciplinary, comprehensive diagnostic report. The standardized test bank should initially contain all standardized tests the District currently uses and be updated with new/updated standardized tests in a timely manner, within 10 business days of any request by the District. (Optional at discretion of RRPS.);
  - D. Provide a method of recording, editing and saving information for tracking related/ancillary services for Medicaid in the Schools capabilities and/or Individuals with Disabilities Education Act (IDEA) documentation of services (Optional at discretion of RRPS.);
  - E. Medicaid Billing and Revenue Recovery system and information of percentage of recovery, (Optional at discretion of RRPS);
  - F. Provide a minimum of eight (8) full on-site initial training days prior to implementation on the web-based application related issues as defined and scheduled by RRPS and continued training days/modules/webinars, etc. throughout the initial year and each subsequent year of the contract; for the following:
    - 1. All users (administrators, 22-25; special education teachers, 244; and ancillary staff, 121) trained on-site at start up and have the capability of future trainings (on site or on-line),
    - 2. Special Services Administrators (4 staff), Site Administrators/Special Education Instructional Leaders (25 staff) and Lead Ancillary (5 staff),
  - G. Work efficiently and collaboratively with RRPS Special Services and Information Technology Departments in the installation, integration, and maintenance of the web-based application; and,
  - H. Provide on-going technical support for the web-based application.
5. Scope of Service
- A. Provide web-based application with secure hosting, support, and maintenance offering future upgrades,
  - B. Data Interfacing with District Student Information System (currently PowerSchool),
  - C. Provide a program capable of downloading information from district's Student Information System (currently PowerSchool),
  - D. Provide 100 Customized Forms (single or multi-page) at initial set up and at no additional cost, twenty (20) new Customized forms (single or multi-page) per year at no additional cost and up to twenty (20) revisions to Customized Forms (single or multi-page) per year at no additional cost,
  - E. Provide any State Forms at initial set up and at no additional cost, provide any revisions to State Forms at no additional cost, and provide revisions to RRPS Customized Forms that must change due to revisions of State Forms at no additional cost when notified by District of change,

- F. Updates to all State curriculum standards and benchmarks at no additional cost,
- G. Include the following other features and/or products at no additional cost:
  - a. Self-generating information from student extraction, ex...letters, notices to parents
  - b. Ability in scheduling meetings for students with disabilities and/or exceptionalities
  - c. Point and click (user-friendly)
  - d. Ability to make changes when special education policies are updated.
  - e. Administrative Reporting Module; Reporting capabilities – Accountability Data System reports that works with the Public Education Department system, Student count reports, exit reports, conference status reports, listing of students, caseloads and schedules for staff, timeline reports, student information, placement codes, student details, according to school attendance, disabilities, amount of service times, locations, etc...
  - f. Financially guarantee successful development, implementation and continued success of web-based application
  - g. Cost analysis
  - h. System must be accessible and operable by school employees
- H. A Web-Based Application with secured hosting for Students with Disabilities for the District with features of creating, editing, formatting, and saving electronic Individualized Education Plans (IEPs) with file management capabilities (i.e. upload and download with adequate server space), and data interfacing from our Student Information System (currently PowerSchool) which will produce a professional IEP document
- I. Within H. above, provide the ability to create, edit, format, and save electronic Student Assistance Team (SAT) plans and Section 504 plans for students with file management capabilities (i.e. upload and download with adequate server space), and data interfacing from our Student Information System (currently PowerSchool). (Optional at discretion of RRPS.);
- J. Comprehensive Diagnostic Report Writer/Manager including the ability to filter records, create reports, include graphs on reports, select from a bank of standardized tests with a variety of ways for reporting scores, saving reports, selecting data to be used in report, etc. with fluid and effortless editing, formatting, reviewing and integrating all report sections to produce a multi-disciplinary, comprehensive diagnostic report. The standardized test bank should initially contain all standardized tests the District currently uses and be updated with new/updated standardized tests in a timely manner, within 10 business days of any request by the District. (Optional at discretion of RRPS.);

- K. Related/Ancillary services tracking ability to record, edit, and save information of documented services provided to students with disabilities for Medicaid in the Schools capabilities and/or I Individuals with Disabilities Education Act (IDEA) documentation of services (Optional at discretion of RRPS.);
- L. Medicaid Billing and Revenue Recovery system and information of percentage of recovery, (Optional at discretion of RRPS.);
- M. Train the users on-site and have the capability of future trainings via in person, on-line modules or webinar trainings;
- N. Administrative training as indicated in 4.-D., 1-2 above,
- O. On-going technical support,
- P. Toll free and email technical support for any district user,
- Q. Identify user support procedures,
- R. Student Demographic data conversion, and roll-over of data as students are promoted or retained annually,
- S. Product updates and enhancements,
- T. Yearly maintenance,
- U. Include the following technology features and/or products:
  - a. Capability of being used on a network
  - b. Web-based application which is flexible and expandable in order to remain up to date with changing technology
  - c. Compatible with the current Windows operating systems and remain compatible with future updates to operating systems
  - d. Compatible with current Adobe Version and remain compatible with future updates to Adobe
  - e. Compatible with current Google Chrome and compatible with future updates to Google Chrome
  - f. Compatible with latest version of Palo Alto, anti-virus software
  - g. Easily import student data from different district data files
  - h. Unlimited user licenses
- V. Identify additional hardware and software requirements,

W. Provide a list of references,

X. Provider shall communicate closely with the Executive Director of Special Services or his designee, at Rio Rancho Public Schools, 500 Laser Road, Rio Ranch, NM 87124, (505) 896-0667 extension 141.

## V. EVALUATION

### A. EVALUATION CRITERIA

**IMPORTANT:** Offeror needs to ensure that the response provided addresses the six evaluative areas including proximity to or familiarity section four. The response should identify working knowledge and experience with RRPS standards.

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Purchasing Manager may contact the offeror for clarification of the response as deemed necessary.
3. The Evaluation Committee may use other sources of information to perform the evaluation as deemed necessary.
4. Responsive proposals will be evaluated on the factors listed below, which have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to RRPS, taking into consideration the evaluation factors will be recommended for contract award by the Rio Rancho School Board . Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

1. **Short listing** – A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection. A resident business, pursuant to Section 13-1-22 NMSA 1978, shall be awarded the equivalent of five percent of the total possible points to be awarded. When a joint proposal is submitted by both resident and nonresident business, the resident preference shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the fee proposed in Section IV that will be performed by a nonresident business. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criteria are as follows:

	Factor	Points
1.	<b>Web-Based Application:</b> To what degree does the proposal respond to the instructional/management needs outlined within this document?	20
2.	<b>Consulting and Service:</b> To what degree can the contractor meet the requirements to provide timely consulting and services (including response time, after hours, service etc.)? Please provide State Contractor License number and Service Provider Identification Number (SPIN)	20
3.	<b>Corporate Experience:</b> What are the experiences of the Contractor with similar projects? Please provide detailed information about three (3) projects similar in scope and complexity with which you have been involved.	30
4.	<b>Price:</b> What is the cost of the Web-Based Management System for Students with Disabilities; including the ability to create, edit, and save electronic Student Assistance Team (SAT) plans and Section 504 plans (Optional at discretion of RRPS); a diagnostic report writing program (Optional at discretion of RRPS); and Medicaid in the Schools capabilities and/or Individuals with disabilities Education ACT (IDEA) documentation of services (Optional at discretion of RRPS); and Medicaid in the school capabilities and/or Individuals with Disabilities Education ACT (IDEA) documentation of services (optional at discretion of RRPS), for 3,904 students with disabilities and/or exceptionalities based on yearly Federal reporting requirements to NMPED, covering (19) schools, District Office, and future school sites for this proposal including all applicable educational discounts?	30
5.	<b>ATTACHMENTS</b>	
	Insurance certificate	
	Campaign Contribution Disclosure Form	
	Resident or Veterans Resident Certificate Must be provided	
	Conflict of Interest and Debarment/Suspension Form	
	Offeror Information Signature Page	
	Total Points without Oral Presentation/Interview	100
	Total (50) Points with Oral Presentation/Interview (if required)	150

2. **Interview/Demonstration (if required)** – Approximately 50 points are possible in scoring each interview for this RFP. The selection Committee will provide at the pre-interview meeting, a list of questions relevant to the project. These questions shall be addressed by the firms at the interview. Each question will carry equal point value. The interview will allow time for a question and answer session in response to the prepared question.

## B. SHORT LIST EVALUATION FACTORS

A brief explanation of each evaluation category is listed above. Information in one category may overlap information in other categories. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each separate category.

## C. EVALUATION PROCESS

1. **Notice of Non-Responsiveness** – For any proposal submitted which is deemed non-responsive, the Offeror will be notified in writing of such determination and the method for protesting the determination.
2. **Selection Advisory Committee** – All committee members will be in attendance at all meetings. In the event of the unforeseen resignation of a committee member due to illness or other extenuating circumstances, the Selection Advisory Committee reserves the right to replace that individual with an appropriate designee or to continue with the remaining members only. The full committee will be maintained unless the process has evolved beyond the point where a designee could reasonably recover full knowledge of the prior proceedings. In this event, selection will be based upon the scores of the remaining members.
3. **Short listing Meeting** – The Selection Committee established by Section 13-1-121 NMSA 1978 will meet to review the proposals. The Selection Committee will review each Offeror’s proposal. Points will be allocated as outlined in Section V.A. and B. of this RFP, by each member of the committee. Each member’s point totals will be combined to determine the Selection Committees overall scoring of the firms. If more than three proposals are submitted, it is the general practice of the Selection Committee to hold interviews with the three high-scored proposals.
4. **Notice of Finalists (if required)** – Each responsive Offeror will be notified in writing whether their proposal has been short listed. In general, the Selection Committee attempts to mail notices two weeks before the interview date. A public log will be kept of the names and scores of all Offerors short listed for interviews.
5. **Pre-Interview Meeting with Finalists (if required)** – the pre-interview meeting will be held by the District Representative to answer questions from the short listed firms about the interview. In addition, the Selection Committee shall issue, through the District Representative, to the short listed firms a list of prepared questions to be addressed at the interview. The prepared questions will be the basis of scoring at the interview.
6. **Interviews with Finalists (if required)** – For those firms included in the interview, notice of finalists will include the interview date and time as well as the date and time for the pre-interview meeting. Interviews are generally held at the District Office, unless otherwise scheduled at the discretion of the committee. Scoring for the interview will be based on responses to the questions presented at the pre-interview meeting. Interview scoring will total approximately 100 points, equally divided between the prepared questions. Points will be allocated, by each member. The individual member scores will be totaled together to determine the overall score of firms for the interview.
7. **Final Scores** – The combined scores from shortlist and interview determine the final scores. The firm with the highest score shall be awarded the selection.

## APPENDIX A

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

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

Relation to Prospective Contractor: \_\_\_\_\_

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

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

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
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 B**  
**Resident Veterans Preference Certification**

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

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

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

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

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

\_\_\_\_\_  
Representative)\*

\_\_\_\_\_  
(Date) (Signature of Business

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

**APPENDIX C**

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

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to Rio Rancho 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 Rio Rancho 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 Rio Rancho Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: \_\_\_\_\_ List below the name(s) of any Rio Rancho 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 Rio Rancho 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 of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

**CERTIFICATION**

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

Signature: \_\_\_\_\_  
Name of Person Signing (typed or printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name of Company (typed or printed): \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**APPENDIX D**

**OFFEROR INFORMATION/SIGNATURE PAGE**

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TME PERIOD SPECIFIED. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

PO BOX \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE

ALTERNATE CONTACT \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

PO BOX \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

ALTERNATE SIGNATURE \_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE

## APPENDIX E

### A WEB-BASED APPLICATION FOR STUDENTS WITH DISABILITIES CONTRACT TERMS AND CONDITIONS

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between the RIO RANCHO PUBLIC SCHOOL DISTRICT, herein after referred to as "RRPS", and \_\_\_\_\_, herein after referred to as the "Contractor."

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work:

(insert detail statement of work including deliverables)

Duties and Responsibilities:

(insert)

2. Work Environment

3. Payment Provisions: All payments under this Agreement are subject to the following provisions.

- a. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Procuring Agency shall determine if the services provided meet specifications. No payment shall be made for any service until the services and/or the Project Manager has accepted deliverables in writing. Unless otherwise agreed upon between the Procuring Agency and the Contractor, within fifteen (15) days from the date the Procuring Agency receives written notice from the Contractor that payment is requested for services, the Project Specialist shall issue a written certification of complete or partial acceptance or rejection of the services.
- b. Compensation - The contractor agrees to perform billable work at the rate agreed to in the Request for Proposal per hour. The total compensation under this Agreement will include gross receipts taxes. The Contractor shall be reimbursed for expenses per agreement in the Request for Proposal.
- c. Payment of Invoice - Payment shall be made on the 10<sup>TH</sup> and 25<sup>TH</sup> of the month upon the receipt and approval of a detailed invoice. Payment will be made to the Contractor's designated mailing address.
- d. Invoices - Invoices shall be submitted to the Finance Department.

4. Termination: This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
5. Status of Contractor: The Contractor, and his agents and employees, are independent contractors performing professional services for RRPS and are not employees of the Rio Rancho Public School District. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Rio Rancho Public School District as a result of this Agreement.
6. Assignment: The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of Rio Rancho Public School District.
7. Subcontracting: The Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the Executive Director of Special Services.
8. Records of Audit: During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by RRPS, the State Auditor and appropriate federal authorities. RRPS shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of RRPS to recover excessive or illegal payments.
9. Release: The Contractor, upon final payment of the amount due under this Agreement, releases the Rio Rancho Public School District from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Rio Rancho Public School District, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
10. Confidentiality: Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the Rio Rancho Public School District.
11. Arbitration: Claims, disputes and other matters in question between the parties to this agreement, arising out of this agreement or the breach thereof involving a monetary amount of \$50,000.00 or less, shall be decided by a single arbitrator selected by mutual agreement of the parties or, if the parties cannot agree with two (2) weeks of receipt of a demand, for arbitration by a party, by appointment by the chief judge of the district court of Sandoval County on application of either party as provided in section 44-7-3, N.M.S.A. 1978. The monetary amount of a party's claims shall be ascertained by aggregating the monetary amount of a party's claims at a particular point in time. Claims not having a monetary amount, such as declaratory judgments seeking construction of the agreement shall not be subject to arbitration. Persons not party to this agreement such as contractors, subcontractors and suppliers may be included in a single arbitration proceeding and the Contractor shall cause clauses, similar to this one to be included in

all contracts with contractors, consultants and subcontractors. The cost of an arbitrator will be divided equally among the parties to the arbitration in the first instance but may be awarded disproportionately in the arbitrator's decision. The arbitrator shall set any matter for hearing within forty-five (45) days of his appointment and shall provide for depositions, interrogatories and requests for production pending hearing. Notice of this hearing shall be given thirty (30) days in advance. The arbitrator shall render his or her decision within twenty (20) days of completion of hearing. Hearings shall be held on consecutive days. One serving a demand for arbitration upon the other and specifying a choice as arbitrator shall commence arbitration. Claims and disputes involving more than \$50,000.000 in the aggregate or having or having no monetary value shall not be solved by arbitration unless agreed to by parties to this agreement who may otherwise avail themselves of all remedies in equity and law.

12. Conflict of Interest: The Contractor warrants that he 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 Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
13. Amendment: This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
14. Approval of Contractor Personnel: RRPS shall retain the right to request the removal of any of the Contractor's personnel at any time.
15. Scope of Agreement: This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
16. Notice: 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.
17. Equal Opportunity Compliance: The Contractor agrees to abide by all Federal and State laws, rules and regulations, and policies of Rio Rancho Public School District, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and policies of the Rio Rancho Public School District, the Contractor agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Indemnification: The Contractor shall hold the state and its agencies and employees harmless and shall indemnify the state and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors.
20. Applicable Law: The laws of the State of New Mexico and the Rio Rancho Public School District policies shall govern this Agreement.
21. Limitation of Liability: The Contractor's liability to RRPS for any cause whatsoever shall be limited to the purchase price paid to the Contractor for services that are the subject of RRPS' claim. The foregoing limitation does not apply to Paragraph 21 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.
22. Incorporation by Reference and Precedence: This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Proposals and RRPS' response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the Request for Proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer: the Request for Proposals, including attachments thereto and written responses to questions and written clarifications and (5) the Contractors response to the Request for Proposals.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:

RIO RANCHO PUBLIC SCHOOL DISTRICT  
500 Laser Road  
Rio Rancho, New Mexico 87124



IN WITNESS WHEREOF, the Owner has caused this contract to be signed by its proper officers, and the Consultant above named has hereunto set his hand, the day and year first above written.

THE OWNER: Rio Rancho Public Schools

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

TITLE: Chief Procurement Officer

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

TITLE: Finance Executive Director

THE CONSULTANT: Vendor Name

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

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