



Shiprock Associated Schools, Inc.

P.O. Box 1809
Shiprock, New Mexico 87420
Business (505)368-2100
Fax (505)368-2076
www.sasischools.net

REQUEST FOR PROPOSAL (RFP)

Shiprock Associated Schools, Inc. (SASI)

RFP No. 2022-1004 Teletherapy Services - Speech Language Pathologist

RFP Schedule

Action	Date & Time
Issued/Announced – Advertised	April 1, 2024
Due Date and Time	April 21, 2024 @ 4pm MST
Deadline for Questions/Clarifications	April 22, 2024 @ 4 pm MST
Opening of Proposals & Scoring	April 28, 2024
Negotiations/Appeals	April 29, 2024
Recommendations for Approval to Governing Board	April 30, 2024
Notification of Award	April 30, 2024

NOTE: Proposals must be received by the due date and time. NO late proposals will be accepted.

RFP SASI Contact Information

Name	John Garrett
Phone Number	505-368-2129
E-Mail	john.garrett@nwhssasi.com

NOTE: Any inquiries or requests regarding clarification of this RFP document shall be submitted to SASI in writing. Offerors may contact ONLY SASI regarding the terminology stated in the procurement documents.

RFP Submittal

Proposals must be sealed and submitted by postal mail to SASI Business Office. Bidders are strongly encouraged to review, create, and submit all bid responses several days in advance of the due date and time.

RFP Term

The term of services/goods will be valid for the 2024-2025 fiscal year, to the awarded Offeror with approval of the Governing School Board. The fiscal year will be July 1 through June 30.



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OFFEROR'S GENERAL INSTRUCTIONS



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1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify SASI of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. **OFFICIAL CONTACT:** Offerors may contact **ONLY** SASI business department regarding the terminology stated in the procurement documents. Other SASI employees do not have the authority to respond on behalf of SASI.

Offerors **MAY NOT** contact other SASI departments, employees or the evaluation committee. Any contact with an SASI department, employee or evaluation committee member may result in rejection of any proposal.

Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than SASI will have no legal bearing on this RFP or the resulting contract(s). Any response made by SASI will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.

3. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to SASI as to the intent or clarity of this RFP. All written questions must be addressed and submitted to SASI **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. SASI will respond in a timely manner subject to the complexity of the questions. SASI will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.
4. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set form in this RFP.
5. **ELECTRONIC RFP DOCUMENTS:** SASI will not accept any electronic RFP documents submitted by an Offeror.
6. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be stood solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be stood solely by the Offeror.



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7. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for sixty (60) days after the due date.
8. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the SASI Website.
9. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals.

Offerors should revisit the website at www.sasischools.net prior to the due date before submitting their proposal to SASI. All addendums must be acknowledged in the submitted proposal.

10. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the 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 to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
11. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered. After review of the proposals, SASI may request clarifications on information submitted by any and all Offerors in a written format, with a specified deadline for response.
12. **DISCRETION:** SASI reserves the right in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. SASI reserves the right to add to or delete from the Scope of Work set forth in this RFP.
13. **OFFEROR QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirement specified within this RFP. The Evaluation Committee may reject the proposal of any potential Offeror who is deemed not to be a responsible Offeror or fails to submit a responsive offer.



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14. **AWARD:** SASI reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates SASI until a valid signed contract and/or valid Purchase Order is executed.
15. **PREFERENCES:** RFPs may be awarded following the Navajo Business Regulatory Act. Offerors shall include in their proposal a copy of any certificate from Taxation & Revenue. They may include their Navajo Nation Business Certification.
16. **TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP.
17. **EXTEND SUBMISSION TIME:** SASI may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of SASI to do so. Such extensions shall be by addendum(s), which may be issued before the submission due date.
18. **RFP CANCELLATION OR REJECTION:** This RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of SASI.
19. **RFP OPENING:** Submitted proposals shall not be publicly opened. The contents of the proposals shall not be disclosed during any negotiations that may occur. A log will be kept of the names of all Offeror organizations that submitted proposals. The contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required SASI signature on the contract(s) resulting from the procurement has been obtained.
20. **RESPONSIBLE AND RESPONSIVE OFFER:** SASI may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer.
21. **SOLE RESPONSE:** Any sole response that is received may be rejected by SASI depending on available competition and timely needs of SASI. SASI reserves the right to award the contract to the responsible Offeror submitted responsive proposals most advantageous and in the best interest of SASI.
22. **NEGOTIATIONS:** SASI reserves the right to discontinue negotiations with any Offeror.
23. **AFTER AWARD:** After the final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. SASI will not disclose or make public any pages of a proposal



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on which the Offeror has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements.

24. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of SASI.
25. **SASI SCHOOL BOARD APPROVAL:** The award of this contract is not final until approved by the SASI Governing School Board and/or contract is signed by both parties.
26. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“**Agency**” shall mean SASI (SASI)

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

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

“**Contractor**” shall mean the successful Offeror.

“**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms “**may**”, “**can**”, “**should**”, or “**prefers**” identify a desirable or discretionary item or factor.

“**Evaluation Committee**” shall mean a body constituted to evaluate proposals and make selection recommendations.

“**Finalist**” is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“**Mandatory**” the terms “**must**”, “**shall**”, “**will**”, “**is required**”, or “**are required**”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder’s bid.

“**Offer**” – the term means “proposal”, “solution”, means all documents submitted to SASI responding to RFP.

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

“**Owner**” shall be SASI.



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“Purchase Order” shall mean the document, which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing contract.

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

“Responsible Offeror” shall mean an Offeror who submits a responsive bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible property described in the RFP.

“Responsive Offer” or **“Responsive Proposal”** shall mean a bid, which conforms in all material respects to the requirements set forth in the RFP.



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TERMS AND CONDITIONS



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1. **TERM:** SASI reserves the right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, the Contractor has the responsibility of calling such violations to the attention of SASI.
3. **NO MINIMUM GUARANTEE:** SASI does not guarantee a minimum amount of services in conjunction with the award of this request for proposals.
4. **CONTRACT PERIOD:** SASI will have the option at the end of each contract year to extend the contract period with service dates as per school calendar. Service should span from August 16-June 30. Normal work week will be up to 24-28 hr of direct and indirect teletherapy services per week. Work will commence upon contract agreement and with the issue of a Purchase Order.
5. **TECHNOLOGY:** Contractors will be responsible for their own technology needs and testing materials.
6. **PRICING ESCALATION (if applicable):** Price escalation may be considered and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation requests.
7. **TAXES:** SASI holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
8. **NON-APPROPRIATION:** SASI'S obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If SASI does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. SASI determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
9. **PROCUREMENT CODE:** SASI may impose penalties in accordance with Office of Management Budget (OMB) Super Circulars Common Rules under Title 2 CFR 200 and the Navajo Business Regulatory Act.
10. **TERMINATION:** Either party may terminate this contract as follows:



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The Contractor may terminate this contract **only** if SASI fails to comply with any provisions of this contract and after receiving notice of the noncompliance SASI fails to cure the noncompliance within ten (10) days, or

1. By written mutual agreement between the Contractor and SASI.
2. Termination by SASI
3. For Cause
4. The occurrence of either one of the following events will justify termination for cause:
 - a. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - b. Contractor's violation in any substantial way of any provisions of this contract.
 - i. If either one of the events identified above occur, SASI may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
 - ii. Where Contractor's services have been terminated by SASI, the termination will not affect any rights or remedies of SASI against Contractor then existing or which may thereafter accrue. Any retention or payment of money due the Contractor by SASI will not release the Contractor from liability.
 - iii. For Convenience
 - iv. Upon ten (10) days written notice to Contractor, SASI may without cause and without prejudice to any other right or remedy of SASI, elect to terminate the contract.
 - v. In such case, Contractor shall be paid (without duplication of any items):
 1. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination.
 2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
 3. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.



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11. **INDEMNIFICATION:** The Offeror shall be responsible for damage to persons or property that occurs as a result of Offeror’s fault or negligence, or that of any of his/her employees, agents or subcontractors. Offeror shall save and hold harmless SASI against any and all losses, cost, damage, claims, expenses or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Offeror’s operation shall be repaired and/or restored to their original condition at the Offeror’s expense.
12. **INSURANCE (If Applicable):** The successful Offeror shall purchase and maintain statutory limits of Worker’s Compensation, Public Liability and Automobile Liability Insurance approved by SASI at the time of contract award. SASI shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Professional Liability Insurance (E&O)-per occurrence Professional Aggregate - \$2,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$10,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000
Worker’s Compensation and Employers Liability	\$1,000,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work. Forward Certificate of Insurance to SASI, Attention Business Office, PO Box 1809 Shiprock, NM 87420

NOTE: Certificate holder shall be: Board of Education SASI Schools

13. **AUDIT:** SASI reserves the right to audit the Contractor’s records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such an audit may be conducted by SASI personnel or a third party under contract with SASI. SASI shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from SASI the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee SASI’S access to books and records of such party.



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14. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by Office of Management Budget (OMB) Super Circulars Common Rules under Title 2 CFR 200 and the Navajo Business Regulatory Act.
15. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for SASI. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of SASI as a result of this procurement.
16. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended shall not be permitted to do business with SASI and shall not be considered for award of the contract during the period for which it is debarred or suspended with SASI.
17. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and SASI that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to SASI.
18. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of SASI other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless SASI from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
19. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
20. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (SASI' designated address).
21. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by SASI. If delay in delivery is foreseen, Seller must notify the SASI of late delivery, cause of late delivery and remedy for late delivery.
22. **INSPECTION/EVALUATION:** Final inspection/evaluation will be made at the destination upon completion of delivery of goods/services. Final inspection/evaluation shall include any testing, observation or inspection procedures required by the specifications.



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23. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when SASI, after a reasonable opportunity to inspect the goods/services, signifies to the seller that goods/services are conforming and fails to make an effective rejection.
24. **PAYMENT:** Any invoice received and payment made shall be subject to SASI' terms and conditions (NET 30). Advance payments are prohibited.
25. **ASSIGNMENTS:** The awarded contractor shall not assign or delegate specific duties as part of this RFP, not transfer any interest nor assign any claims for money due or to become due under this RFP without the written consent of SASI.
26. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or are unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the Navajo Business Regular Act as amended.



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PROTESTS

If any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to SASI in accordance with the requirements of the Navajo Business Regulatory Act. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** ten (10) calendar days. The protest must be in writing and delivered to the SASI, Attention to Executive Director, P.O Box 1809, Shiprock, New Mexico.

1. In the event of a timely protest under this section, all parties shall not proceed further with the procurement unless SASI makes a determination that the award of Agreement is necessary to protect substantial interests of the awarded Contractor.
2. SASI shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with federal regulations and the Navajo Business Regulatory Act, but shall not include the authority to award money damages or attorneys' fees.
3. SASI shall promptly issue a determination relating to the protest. The determination shall:
 - a. State the reasons for the action taken; and
 - b. Inform the protestant of the right to judicial review of the determination
4. A copy of the determination shall immediately be mailed to the protestant and other Offerors involved in the procurement in compliance with federal regulations and Navajo Business Regulatory Act.



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SCOPE OF WORK



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COMPANY BACKGROUND

Shiprock Associated Schools, Inc., is a Bureau of Indian Education funded grant school. We are located on the Navajo reservation, in Shiprock, New Mexico. In 1976, we began as a high school program, formerly known as, Shiprock Alternative Schools, designed to address the needs of students that had not succeeded in local area public schools. Due to the overwhelming success of the high school program, our SASI School Board was asked to take over responsibilities of an early childhood program operating on the same campus in the early 1980's. With outstanding parental support, this early childhood program evolved into the successful elementary and middle school programs that complement our high school program today.

Currently, Shiprock Associated Schools, Inc., operates two academic programs: Northwest Middle & High School (Grade 7th thru 12th); Asta Biyaazh Community School (Grade Pre-K thru 6th). Atsa Biyaazh Community School also has an F.A.C.E Program (Family and Children Education). Shiprock Associated Schools, Inc., also operates a Residential Program for middle school and high school students. Shiprock Associated Schools, Inc., is a Bureau of Indian Education funded grant school. SASI is located on the Navajo reservation, in Shiprock, New Mexico. SASI has approximately 500 enrolled students and 117 employees. SASI is governed by five elected Board of Education representing several local chapters, including Shiprock Chapter.



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RFP SCHEDULE

SASI will make every effort to adhere to the RFP Schedule as noted on the front cover of this RFP. The schedule is subject to change by addendum. The evaluation committee **MAY** interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers. Finalists will be contacted to schedule interviews if required. If an interview is requested, evaluation scores will be re-scored to reflect written response and interview response.

PURPOSE OF THIS REQUEST FOR PROPOSAL

Shiprock Associated Schools Inc. invites all qualified firms/independent contractors to provide all services and/or specifications and conditions for Shiprock Associated Schools Inc.

SCOPE OF WORK

Project Name: Teletherapy Services– Speech Language Pathologist

Request Date: March 1, 2024

The Project: Speech and Language teletherapy services for 24-28 hours of direct and indirect **in person and onsite** therapy hours per week. Company or Independent Contractor shall be responsible for all materials and tools for service delivery. The Provider must pass the SASI required background check (Federal, State and Navajo Nation) at the offerr's expense. Providers must comply with all SASI approved Policy and Procedures.

WHY: To provide direct and evaluation services to students with speech and language therapy needs as identified in their IEP or Service Plans.

WHO: Shiprock Associated Schools Inc. students K-12

WHEN: Starting August 6, 2024-June 30, 2024



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PROJECT OVERVIEW

Shiprock Associated Schools, Inc, is requesting proposals from qualified individuals or agencies for Speech and Language therapists (SLP) to provide service to the students of Shiprock Associated Schools, as contained in this Request for Proposal (RFP). SASI desires to establish professional service agreements with qualified multiple individuals or agencies for SLPs to perform the Scope of Work as specified in the Proposal and should have an established capability to provide direct / indirect and evaluation services to students attending SASI Schools. It is understood that any contract entered into as a result of this solicitation will be for services to be performed on an as-needed basis. The proposal period is for the 2024-2025 fiscal year, with the option of two additional years (2025- 2026, 2026-2027) provided funds are available, the school deems service satisfactory and the negotiated terms are acceptable to both parties. The fiscal year will be July 1 through June 30. The contract period with service dates as per school calendar. Work will commence upon contract agreement and with the issue of a Purchase Order. The school will have the option at the end of each contract year to extend the contract agreement for each additional year but not to exceed the proposal period of June 30, 2027. At the end of each contract year, the school will notify the contractor for possible negotiations or will notify if they will issue a new request for proposals. If SASI should renew the contract agreement for an additional year, they will issue a new purchase order each fiscal year. The same procedure will follow for each additional year. Selection of such multi individual(s) and/or agencies to perform requested services shall be made to the responsible offeror, or offerors, whose proposal is most advantageous to SASI, taking into consideration the specified evaluation criteria, and/or other pertinent factors outlined in the Scope of Work.

Scope of Work

- Evaluate speech, language, and general developmental skills of students.
- Evaluate and report current levels of ability and recommendations for intervention.
- Review and discuss medical and developmental case histories with the IEP team to determine individual student needs and strategies.
- Develop treatment goals and activities for the specific need of the student, and appropriate equipment or materials to be used in that treatment.



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- Provide consultative, direct therapy services and ongoing support to students in appropriate environments as needed onsite and in person.
- Provide consultation, training and/or technical assistance to teachers and others involved in the education of students.
- Collaborate with outside individuals and agencies to provide timely and seamless services to eligible children and families.
- Document student progress and contact time including therapy logs and Medicaid reports.
- In addition, therapists must be proficient in the use of computer, telephonic, printing, scanning, and web-based communication technology in providing services.
- Expenses and financial compensation for ongoing professional development training for contractor personnel will be the responsibility of the contractor. Any training related to district policy changes or in –district compliance measures, the district may compensate for certain accommodations in form of registration, mileage, hourly rates, and lodging.
- Must be licensed in the state of NM (NM Regulations Board or National Board license or certificate) and NMPED. If the contractor has submitted and can demonstrate the paperwork for licensing or certification has been submitted to the proper issuing agency, the contractor will have 45 days to submit to SASI, the issued License or certification. Non-compliance can/will result in withholding of payment for services or termination.
- Comply with all Board of Education policies, administrative regulations, Public Education Department guidelines and local, state and federal laws.

SPECIAL INSTRUCTIONS

DRUG FREE WORKPLACE CERTIFICATION

By submitting an Offer, Offeror certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, (DWFPA) of 1988. (1.7.8.11 NMAC).

BIDDERS WILL HAVE TO SUPPLY 4 COPIES OF RFP AND PROPOSAL IN BINDERS

BIDDERS ARE REQUIRED TO PLACE SEALED RFP'S IN BOX CLEARLY MARKED REQUEST FOR PROPOSAL

BACKGROUND CHECKS:

Any and all persons with whom vendor/contractor employs, contracts, or otherwise causes to be located on Shiprock Associated Schools Inc. property shall have passed a New Mexico and Nationwide criminal background check, to include the nationwide Sex Offender Registry. Successful completion of the criminal background checks shall occur prior to such individuals being present on Shiprock



Shiprock Associated Schools, Inc.

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Shiprock, New Mexico 87420

Business (505)368-2100

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Associated School Inc. property. The contractor/vendor is solely responsible for any and all fees and/or charges associated with completion of the background check(s) required herein. The Shiprock Associated School Inc. reserves the right to deny access to any employee, contractor or person caused to be present on Shiprock Associated School Inc. Property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost. Company will be required to provide background checks to Shiprock Associated Schools from Navajo Nation, State and Federal.

COMPLIANCE WITH LAWS:

During the term of the Contract, the Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

NO SUBCONTRACTORS

Contractors attempting to use subcontractors to execute the SLP scope of work will not be considered. Winning Contractor shall not use subcontractors for any of the work performed on the job detailed in this RFP.

Provider Qualifications:

QUALIFICATIONS – SPECIAL STANDARDS OF RESPONSIBILITY

a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

Technical Specifications

The purpose of this proposal is to demonstrate the qualifications, competency and capacity of potential offerors seeking to bid for Teletherapy Services - SLP of SASI School District in conformity with the requirements of this Request For Proposal.

A. Qualifications

1. Submit company profile. Submit detailed information describing your company's qualification in providing services as requested in the scope of work. Provide information about the company that demonstrates the ability and the capacity of the company expressed in terms of human resources (number, quality, skills and experience, work experience, education, and knowledge) physical and material resources, and information resources (pool of knowledge). Demonstrate your company's competence as it relates to the competencies required to perform the requested services.

2. SASI requires the following for potential candidates prior to acceptance of providers. Providers must have curriculum vita, resume or information regarding qualification of individual(s) proposed to fulfill the requested services. Providers



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must include favorable background checks at time of hire or reporting for duty. The background must be completed and the candidate must be cleared before they are able to provide services within the district.

C. Organizational Experience

1. Provide a detailed statement of relevant experience and knowledge in the providing similar services as requested in the scope of work for students in a school setting. The offeror must specifically identify past or current customers and describe how they have supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they feel will support their descriptive narrative

D. Support and Approach

1. Provide plan for after sale and continuing support (technical and training), provide plan for coverage in case of providers absence, long term leave, resignation, or termination.
2. Describe in detail the approach to which your company will provide the services as requested in the scope of work.

E. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for educational setting / school district clients within the last three years. References may or may not be reviewed at the discretion of SASI. SASI reserves the right to contact references other than, and/or in addition to those furnished by an Offeror.

Mandatory Specification

A. Applicants must have their headquarters physically located with-in the contiguous United States of America.

B. Applicants must be in compliance with HIPAA and provide assurance of confidentiality and compliance regarding Student Information and that the School District shall retain all rights over Students information as protected by FERPA.

C. Offerors must have and include:

1. NM Speech & Language Pathologist License
2. NM PED Licensure

TERMS & CONDITIONS- A. GENERAL

Shiprock Associated Schools Inc. COVID-19 Protocols for Contractors to Enter SASI Campus

SASI will require:

1. Contractors to comply with current and prevailing COVID 19 protocols as applicable.



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EVALUATION CRITERIA

EVALUATION CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with Navajo Business Regulatory Act. The Offeror should contact SASI for clarification of evaluation criteria or terminology.

	Possible Points	Points This RFP
1. Submit your qualification in providing in person therapy services (Educational Qualification). The provider must hold a state license and adhere to the same requirements as in-person practice. ASHA membership required.	20	
2. Experience and technical expertise providing speech and language therapy (Resume detailing work experience of provider)	20	
3. Provide proof of New Mexico State licensure and NMPED licensure	20	
4. Submit your experience working with the Navajo population (Resume, Recommendation Letter and/or Statement)	20	
5. Submit your company's experience with providing services	20	
6. (Resume and/or company Literature or Statement)		
Total Possible Awarded Points	100	

Note: Failure to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsible by SASI.



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FORMS & ATTACHMENTS



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LETTER OF TRANSMITTAL FORM SUBMIT WITH YOUR PROPOSAL

The following questions **MUST** have a response, failure to respond to all questions **WILL** result in the disqualification of your proposal.

1. Identify Name and Mailing Address of the submitting organization:

2. Identify contact name authorized by the organization to contractually obligate and negotiate on behalf of the organization:

Name	
Title	
Email Address	
Telephone	

I, _____ hereby agree to the following: Additional Information:

- I accept the Terms and Conditions governing the procurement.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.

Authorized Signatures and Date *(Must be signed by the person identified in Question 2, above)*



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COMPLIANCE

(REQUIRED LEGAL FORMS)

All of the following forms must be signed and submitted with your proposal or your proposal may be rejected.



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CONFLICT OF INTEREST, NON-COLLUSION AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that the entity submitting a proposal to SASI in response to the above referenced bids/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 SASI (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 SASI 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.

Please list below the name(s) of any SASI 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;
- (3) Is a partner, officer, director, trustee or consultant to the Vendor?
- (4) Has received grant, travel, stipends or other similar support from Vendor; or
- (5) Has a right to receive royalties from the vendor

Name(s), if applicable

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.



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Does the vendor agree? YES, Initials of Authorized Representative of 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 Shiprock Associated Schools, Inc. Business Office in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any State agency of local public body, 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, NON-COLLUSION 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: _____ Date _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City/ State: _____



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TERMS AND CONDITIONS STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the SASI (SASI) and forever thereafter, to keep confidential all information and material provided by SASI or otherwise acquired by the Employee/Subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with SASI, and not to release, use or disclose the same except with the prior written permission of SASI. This obligation shall survive the termination or cancellation of the Contract between Contractor and SASI or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

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

Signature

Title

Offeror Business Name

Date



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PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

Please submit your completed proposal, including the following items. Note that the requested information is mandatory and failure to submit these items with your response may deem it non-responsive and may be disqualified.

NON-COLLUSION STATEMENT

- € Evaluation Criteria Documentations
- € Letter of Transmittal, **SIGNED**
- € Conflict of Interest, Non-Collusion Statement, and Debarment/Suspension Form, **SIGNED**
- € Statement of Confidentiality, **SIGNED**
- € Addendum (if applicable) – before submitting your proposal, please check for addendums at www.sasischools.net.

Please note, if items are not completed as required, your proposal may be deemed non-responsive.