

**ROSWELL INDEPENDENT SCHOOL DISTRICT
P.O. Box 1437
Roswell, New Mexico 88202-1437**

General RFP Conditions

RFP # 20-08 K-3 Literacy Foundational Skills Program

SEALED Proposals must be adequately identified and will be opened in the Roswell Independent School District's Support and Transportation Services Office, 300 N. Kentucky, Roswell, NM 88201, Conference Rm # 201 on **March 13, 2020 @ 2:00 p.m.**

ACCEPTANCE OF CONDITIONS OF RFP:

NOTICE: TO BE A VALID RFP, RFP MUST BE SIGNED BELOW.

The undersigned certifies that he/she has read and understood the following general conditions, and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General RFP Conditions.

Name of Firm

Signature of Owner, Partner, Officer of Authorized Agent
(NOTE: TO BE A VALID RFP, VENDOR MUST SIGN HERE)

Mailing Address of Firm

E-Mail Address

City, State and Zip Code

Telephone Number of Firm

New Mexico Bidder's Number

GENERAL RFP CONDITIONS

RECEIPT

All proposals must be sealed and adequately identified on the face of the envelope. All proposals must be received in the SUPPORT SERVICES OFFICE ROOM 201, Roswell Independent Schools, 300 N. Kentucky, Roswell, NM 88201 on/or before the time and date specified in the Notice to Offerors. All Proposals require a minimum of one (1) original and six (6) copies. The Roswell Independent School District (RISD) reserves the right to accept or reject any or all proposals and to waive any formalities.

OPENING

Proposals shall not be opened publicly but shall be opened in the presence of two or more administrators. Proposals and modifications shall be date stamped upon receipt and held in a secure place until the established due date. Proposals received late shall not be considered and shall be returned unopened. Proposals are shown only to the Evaluation Committee and to RISD personnel having a legitimate interest, until selection of a successful offeror is made.

Unsigned proposals will not be accepted. Non-responsive proposals will not be considered.

MODIFICATION OR WITHDRAWAL

Proposals may be modified or withdrawn prior to the established due date for receipt of proposals in accordance with the Procurement Code.

STATUS OF OFFERORS

The contractor, his agents and employees, are independent contractors performing professional services for the Agency and are not employees of RISD. The contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of school vehicles, or any other benefits afforded employees of RISD as a result of this Agreement, and shall not be covered by Workman's Compensation of the Board.

NEGOTIATIONS

RISD reserves the right to negotiate with any or all offerors who submit proposals determined to be acceptable or potentially acceptable, but is not required to do so. Roswell Independent Schools reserves the right to award the contract based only on the written proposals received by the due date and time. RISD further reserves the right to conduct negotiations with selected offerors only. If Roswell Independent Schools exercises its option to conduct negotiations, the Purchasing Agent will establish procedures and schedules for conducting these discussions. This is a qualifications based proposal and will be ranked as such with negotiations starting with highest ranking and proceeding on until agreement can be reached.

The contents of any proposals will not be disclosed so as to be available to competing offerors during any negotiation.

EVALUATION

The evaluation shall be based on the evaluation factors and the relative weights set forth in the Request for Proposals and any other pertinent factors.

RISD may make such investigations as necessary to determine the ability of the offeror to perform. RISD reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy RISD that the proposer is qualified and able to carry out the obligations of the contract and complete the work described.

AWARD

RISD intends to award this Project to the highest ranked Offeror in accordance with the Request for Proposal requirements. RISD reserves the right to reject any and all proposals, to waive minor technical irregularities, and to award the contract to the Offeror whose proposal it deems to be in the best interest of the Owner.

The contents of any proposal shall not be available to competing offerors or any other person without a lawful interest during the negotiation process and until contract is awarded. Upon award, unless exempted under the confidentiality provision, all materials are then open for public inspection.

CONFIDENTIALITY PROVISION

Offerors may request, in writing, non-disclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal, and clearly identified, in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

SUBCONTRACTING AND ASSIGNMENT

All personnel engaged in the work shall be fully qualified and authorized to perform such services. No work may be subcontracted nor may the offeror assign any interest in the agreement without prior written consent of RISD. No assignment or transfer shall relieve the offeror from his/her obligations and liabilities.

RECORDS

The successful contractor as required in compliance with applicable federal, state, or municipal laws, ordinances, codes, and RISD requirements shall maintain records. At any time during normal business hours and as RISD may deem necessary, there shall be made available to RISD for examination all of contractor's records with respect to all matters covered by this proposal and any subsequent agreements. RISD may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent.

WARRANTIES AND INDEMNIFICATION

Materials, supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to RISD and are in addition to and do not limit any rights afforded to RISD by any other clause of this contract. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

In the event that any third party shall claim the manufacture, use and/or sale of goods covered hereby to be an infringement of any distributorship agreement, copyright, trademark or patent, contractor shall indemnify and/or hold RISD harmless from any cost, expense, damage or loss incurred in any manner by RISD because of any such alleged infringement.

GRIEVANCE PROCEDURE

Any offeror who is aggrieved in connection with an award or any other procurement action may protest to the Roswell Independent Schools Central Purchasing Office. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto (13.1.172 NMSA). The protest shall include the following information: Name and address of Protestor or aggrieved, RFP number, statement of grounds for protest, including all documents, evidence or information to substantiate any claim, and specify ruling requested from the Support Services Office.

BACKGROUND CHECKS

Contractor is responsible for and maintaining background checks and drug screening of any contractor employees assigned to perform work at any school facility and must be provided to the district within 24 hours of written request by district.

INSURANCE

All service providers shall be insured for automotive liability and for professional liability up to the limits of the Torts Claims Act, and insured for Workers' Compensation if applicable. The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

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

CONTRACT

Failure to respond to this RFP may exclude the potential contractor from work with RISD. As needed, RISD may issue new solicitations from other areas of expertise or for additional workloads for this area.

The terms of any contract resulting from this solicitation will be in effect for a period of one (1) year following award. Contingent upon funding and mutual agreement of the parties, contract may be extended for a maximum of three (3) additional years, one year at a time. The total duration of this contract, including the exercise of any renewal options shall not exceed four (4) years.

RISD reserves the right to establish agreements with any contractors and/or employees of any contracting firm to provide services other than those specified in this proposal. Such agreements may be to provide extended services, additional services, or other supplemental services as determined necessary to RISD.

Upon award, or renewal, of this contract, RISD will issue a Purchase Order with the successful proposer after receipt of a quote or proposal for the scope of work. This PO number must appear on all quotes, proposals and invoices, regardless of the amount, for the duration of the contract. All information necessary to identify services and process the invoice for payment must be provided by the offeror.

Contractors shall submit invoices for payment after services are provided. Invoices are to be verified by the using agency.

This proposal may be made available for use by other Education Institutions and Central Purchasing Offices within the State of New Mexico as called for in 13-1-129 NMSA.

CONTRACT SCOPE

This RFP and the response of accepted offeror is the full expression of the agreement between the parties. There shall be no separate contracts, alterations, changes or amendments except as may be signed to formally reference this document.

This proposal and subsequent contract or modifications are to be governed by the laws and statutes of the State of New Mexico.

Any provisions required to be included in a contract of this type by an applicable and valid executive order, federal, state, or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

EQUAL OPPORTUNITY

Roswell Independent Schools is an Equal Opportunity Employer in accordance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the

Vocational Rehabilitation Act, Americans with Disabilities Act, and other federal and state laws and executive orders affective employment and equal opportunity.

The Roswell Independent School District does not discriminate on the basis of race, color, national origin, sex, age or disability in its programs and activities.

TERMINATION

RISD may by written notice terminate contract in whole or in part at any time contractor refuses or fails to comply with the provisions of the contract, or fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time.

Either party with thirty (30) days written notice may cancel contracts. This provision shall not affect nor limit the rights of RISD under standard default provisions.

Regardless of any termination date, any services still in progress will be carried to successful conclusion without undue delay. RISD also reserves the right to extend any contract on a short term basis if negotiations for a new contract are still in progress.

TAXES

The contract amount shall exclude any applicable state gross receipts tax or applicable local option tax, but the contracting agency shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into.

All applicable taxes, including gross receipts tax or applicable local option tax, shall be shown as a separate amount on each billing or request for payment made under the contract.

Successful offeror shall complete Internal Revenue Service form W-9, Payer's Request for Taxpayer Identification Number and RISD Vendor Form.

The school district shall not be responsible for any service performed without its purchase order or contract, signed by the authorized procurement officer.

The successful offeror shall comply with all Federal, State and local laws, statutes, ordinances and regulations pertaining to work under his charge and shall bear all expenses associated with such compliance.

MILEAGE

No mileage shall be reimbursed on this contract unless specified otherwise.

WORK ASSIGNMENT

RISD reserves the right to assign any service provider to any school or other location based upon needs as determined by RISD. Contractor will not enter into RISD administrative decisions. Acceptance by RISD of a contractor's proposal in any category does not guarantee a specified quantity of work nor a specified number of hours. Pricing sheet is included to provide the proposer with some idea of possible activity and is not a commitment to purchase services.

CONFIDENTIAL INFORMATION

Any confidential information provided to or developed by a contractor in the performance of her/his assigned duties shall be kept confidential and shall not be made available to any individual or organization or used by the contractor without the written consent of RISD. Nothing produced in whole or in part by a contractor shall be the subject for an application for copyright by or on behalf of the contractor.

CONFLICT OF INTEREST

In signing this proposal, the offeror warrants that it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal.

The offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the free competitive process in connection with this solicitation.

The following criminal laws of the state of New Mexico specifically prohibit bribes, gratuities and kickbacks: 3024-1 to 30-24-3 NMSA 1978 and 30-24-2 NMSA 1978.

COMPLIANCE

The signed Submittal Sheet certifies that the offeror has read and understands the above general conditions and submits the attached proposal in full compliance with the general conditions and the applicable specifications.

The Contractor is required to carry general liability insurance in the amount of \$1,000,000 and shall provide the District with a Certificate of Insurance.

The enclosed CAMPAIGN CONTRIBUTION DISCLOSURE FORM and W-9 must be completed and submitted as part of the proposal.

Resident Preference/Veterans Business – Per 13-1-21 and 13-1-122 NMSA 1978, a qualified resident contractor or Veteran contractor who holds a valid certificate issued by the NM Taxation and Revenue Department, shall be awarded preference in the form of additional points of the total possible points for resident veteran business/contractors. For resident contractors the additional points are equivalent to five percent (5%) of the total possible points. For a veteran business the additional points are equivalent to the percent determined by the Veteran Business Preference

Certificate issued by the NM Taxation and Revenue Department to the qualified Offeror(s). In no event will a business be awarded both a resident business preference and a resident veteran business preference in any single procurement/contractual action.

ADDITIONAL INFORMATION

If further information is needed, you may contact Chris Thweatt at 575-627-2528 or by email at cthweatt@risd.k12.nm.us

**ROSWELL INDEPENDENT SCHOOL DISTRICT
ROSWELL, NEW MEXICO
Specifications**

RFP NO: 20-08

OPEN DATE: March 13, 2020

**REQUEST FOR PROPOSAL
K-3 LITERACY FOUNDATIONAL
SKILLS PROGRAM**

The Roswell Independent School District invites qualified firms to submit proposals to provide K-3 Literacy Foundational Skills Program for the District.

Interested parties should follow the formal outline as given on the following pages. Written proposals must be received **by 2:00 pm local time on Friday, March 13, 2020**. Proposals should be mailed to:

Chris Thweatt, Purchasing Specialist
Roswell Independent School District
300 North Kentucky Avenue, Room 201
Roswell, NM 88201

Fax, emailed or electronic proposals will not be accepted. Exceptions will not be made due to the fault of delivery systems. (U.S. Mail, Federal Express, etc.)

All questions concerning this Request for Proposal may be directed to:

Chris Thweatt, Purchasing Specialist
Roswell Independent School District
300 North Kentucky Avenue, Room 201
Roswell, NM 88201
Phone: (505) 627-2528
e-mail: cthweatt@risd.k12.nm.us

Roswell ISD reserves the right to reject any and/or all proposals, to award the contracts for individual services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District.

SELECTION SCHEDULE

Schedule is subject to change at the discretion of the District.

RFP Release Date: February 20, 2020

Questions from Vendors Due: March 2, 2020

Responses to Vendor Questions: March 4, 2020

Submittals Due: March 13, 2020 at 2:00pm Local Time

Interviews (if applicable): April 1, 2020

Successful Proposer Notified: Estimated April 15, 2020

BACKGROUND

The Roswell Independent School District operates 12 elementary schools with the targeted audience of approximately 3,065 students and 155 classrooms.

SCOPE OF SERVICES

The desired outcome is to provide up-to-date, relevant, evidence-based, and appropriate materials that will effectively support teaching and learning practices in our kindergarten through third-grade English Language Arts classrooms and will offer all teachers and students greater access to relevant resources and tools. Although we are evaluating primary curricular resources for Kindergarten through third grade, the Evaluation Committee, through the selection process, may recommend more than one Offeror to fulfill our requirements if it deems that multiple curricula would best serve our learning community's needs. For example, the Evaluation Committee may determine that one curriculum is best for our kindergarten through second-grade classrooms while another is better suited for our third-grade classrooms. In this situation, the Evaluation Committee would recommend one agency for kindergarten-second grade and another agency for third grade. The District is open to Offerors teaming with another offeror to provide the services requested through this RFP.

GENERAL OUTLINE

Roswell Independent Schools seeks a structured, systematic literacy program for its students in Elementary Kindergarten through Third Grade. The program offered shall be an evidence based program for teaching Tier 1 foundational skills for grades K-3 and must have the ability to provide Tier 2 support.

The program must, at a minimum, include the following components

- A. Aligned to Common Core State Standards
- B. Key components include: developmental and age appropriate oral language development, phonological awareness, phonemic awareness, phonics, decoding, spelling, orthographic instruction, fluency, vocabulary, morphology, comprehension, and writing.
- C. Supports a Multi-Levelled System of Supports or Response to Intervention framework including Tier 1 instruction as well as early intervention for Tier 2.
- D. Assessments including quick and easy to administer screeners, assessments, and monitoring systems that support an intervention framework.
- E. Clearly laid out scope and sequence with attention to grade level expectations with supports for all learners.
- F. Includes all materials for teachers to successfully plan and deliver the instruction.
- G. Provides for explicit and systematic instructional routines.
- H. Attends to best practice for English Language Learners.

- I. Provides opportunities for student practice through decodable texts, repetition, and multi-sensory activities.
- J. Optional online resources shall meet technical criteria for the District.

Professional Development:

- A. Professional development must align with the Science of Reading as well as how to effectively plan and deliver the foundational skills program.
- B. Professional development training options may include on-site, webinar, coaching, and implementation support.

Response Format and Organization

Number of Responses: Only one original proposal may be submitted by each individual entity for the one project, which is the subject of this RFP.

Number of Copies: Offerors shall provide Six (6) identical copies of their proposal to the location specified in Section II, paragraph B on or before the closing date and time for receipt of proposals.

Proposal Format:

The proposal must be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets, allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of twenty-five (25) pages (printed sheet faces) of text and/or graphic material for project proposals. **If there is any question as to format requirements they shall be directed to the Chief Procurement Officer for clarification, prior to submittal of documents.**

Material excluded from the TWENTY-FIVE (25) page maximum count shall include and **shall be limited to:**

<input type="checkbox"/>	Front cover (blank on back side)
<input type="checkbox"/>	Submittal letter (one page maximum)
<input type="checkbox"/>	Completed Campaign Contribution Disclosure Form (Provided at the end of this RFP)
<input type="checkbox"/>	Valid Resident Business Preference Certificate or Veteran Preference Certificate issued by New Mexico Tax & Revenue Department.
<input type="checkbox"/>	Tables of Contents page (one page maximum)
<input type="checkbox"/>	Divider pages
<input type="checkbox"/>	Certificate(s) of insurance
<input type="checkbox"/>	Back cover (blank on one side)
<input type="checkbox"/>	Completed W-9

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 25 PAGE MAXIMUM.

The Selection Committee will score proposals based on these Sections. A more detailed description and points assigned to each Section is provided under EVALUATION. Reminder – Divider Pages do not count towards the 25 page maximum

Section 1	Submittal Letter
Section 2	Executive Summary
Section 3	Detailed Discussion
Section 4	Past Record of Performance
Section 5	Fee Proposal
Section 6	Completed Campaign Contribution Disclosure Form, Completed W-9, Certificate of Insurance, Valid Resident Business Preference Certificate or Veteran Preference Certificate issued by New Mexico Tax and Revenue Department (if applicable).

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE SHALL BE COUNTED TOWARDS THE 25 PAGE MAXIMUM.

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

Proposal Organization - All pages *shall* be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and *must* be numbered as such. Proposals *shall* be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Sections 1 through 4 are helpful.

1. 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*) shall include:
 - A. identify the submitting business;
 - B. identify name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
 - C. identify the names, titles, telephone numbers, and e-mail addresses of persons to be contacted for clarification questions regarding this RFP;
 - D. be signed by a person authorized to contractually obligate the Offeror.

2. Executive Summary

- A. The executive summary should briefly describe the agency's philosophical approach to English Language Arts Curricula in K-5 public education classroom and its summarized approach to completing the scope of services outlined. Clearly indicate any options or alternatives being proposed and clearly disclose any major requirements included in the scope of services the agency cannot address.

3. Detailed Discussion

- A. This section constitutes the major portion of the proposal and must contain at least the following information:
 - a. A narrative of the structured systematic literacy program your agency provides
 - b. Summarize your agency experience and qualifications as a K-3 structured literacy provider.
 - c. Summarize your agency's ability to provide the scope of services requested.

- d. Summarize the agency’s ability to provide ongoing support through professional development.

4. Past Record of Performance

- A. This section shall include the research and evidence bases for your program. Provide 3-5 references of existing clients.

5. Fee Proposal

- A. Fee proposals should enumerate any costs the district can expect to be charged and specify the types of materials and services that would generate any additional charges including: ongoing costs, maintenance fees, technical support costs, and professional development costs.
- B. Fee proposal should include longitudinal costs for a four-year period.

EVALUATION

A. EVALUATION CRITERIA

- 1. Review/Evaluation of Proposal – A maximum total of 100 points are possible in scoring each proposal. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection if it is determined to be in the best interests of the District.

Resident Preference/Veterans Business – Per 13-1-21 and 13-1-122 NMSA 1978, a qualified resident contractor or Veteran contractor who holds a valid certificate issued by the NM Taxation and Revenue Department, shall be awarded preference in the form of additional points of the total possible points for resident veteran business/contractors. For resident contractors the additional points are equivalent to five percent (5%) of the total possible points. For a veteran business the additional points are equivalent to the percent determined by the Veteran Business Preference Certificate issued by the NM Taxation and Revenue Department to the qualified Offeror(s). In no event will a business be awarded both a resident business preference and a resident veteran business preference in any single procurement/contractual action.

The evaluation criteria to be used by the Selection Committee for the proposal and the corresponding point values for each criteria are as follows:

- (1) **Structured Literacy Design Requirements 60 points**
- (2) **Agency Qualifications, experience, and support 10 points**
- (3) **Evidence of Effectiveness/Record of Performance 10 points**
- (4) **Fee proposal/Schedule 20 points**

- 2. Interview - 50 points are possible in scoring each interview for this RFP. The Selection Committee will provide, prior to the interview, if held, a list of questions relevant to the project. These questions shall be addressed by the firms at the interview. Point value for each question will be assigned. The interview will allow time for a question and answer session in response to the prepared questions.

B. EVALUATION FACTORS

A brief explanation of each evaluation category is listed below. 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.

- (1) **Structured Literacy Design Requirements** Scoring will be based on information submitted for Section 2 (Executive Summary) and 3 (Detailed Discussion) of the proposal with up to 5 points assigned for each item in the General Outline
- (2) **Agency Qualifications, experience, and support** Scoring will be based on information submitted in Section 3 (Detailed Discussion) of the proposal.
- (3) **Evidence of Effectiveness/Record of Performance** Scoring will be based on information submitted in Section 4 (Past Record of Performance) of the proposal.
- (4) **Fee proposal/Schedule** Scoring will be based on the information submitted in section 5 (Fee Proposal) of the proposal.

Those submitting responses are cautioned that RISD may proceed with an award on the basis of information received in their original proposal without calling for additional discussions or Best and Final offers.

Offerors shall submit a two-part, two-volume written proposal. Each volume shall be submitted in a separate sealed envelope or package and offerors shall be instructed to clearly label each volume with the following: vendor name, address, date of submittal deadline, RFP # 20-08 K-3 Literacy Foundational Skills Program, and prominently identify each as: Volume I: Technical Proposal and Volume II: Price Proposal. Six (6) copies of the Technical Proposal are to be submitted along with one Price Proposal.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

APPENDIX C

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

APPENDIX C

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)

APPENDIX C

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)

IF MAILING YOUR BID

Mail to the following address:

Roswell Independent School District
PO Box 1437
Support and Transportation Services Office/Suite 201
ATTN: Chris Thweatt
Roswell, NM 88202-1437

IF SENDING YOUR BID UPS/FEDERAL EXPRESS, ETC.

Send to the following address:

Roswell Independent School District
300 N. Kentucky
Support and Transportation Services Office/Suite 201
ATTN: Chris Thweatt
Roswell, NM 88201
575-627-2529