

ROSWELL INDEPENDENT SCHOOLS

300 N. KENTUCKY

ROSWELL, NM 88201

REQUEST FOR PROPOSALS

AUDIOLOGY SERVICES

RFP 22-02

PROPOSAL OPENING DATE

SEPTEMBER 20, 2021 @ 2:00 PM LOCAL TIME

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ACKNOWLEDGMENT OF RECEIPT FORM

AUDIOLOGY SERVICES
RFP 22-02
September 20, 2021 @ 2:00 PM Local Time

The acknowledgement of the receipt should be signed and returned to the District no later than end of business day September 10, 2021. Only potential Offerors who elect to return this form will receive copies of all future communications, including amendments to RFP 22-02, if issued.

FIRM _____
REPRESENTED BY: _____
TITLE: _____ PHONE NO: _____
FAX NO: _____
ADDRESS: _____
EMAIL: _____
CITY: _____ STATE: _____ ZIP CODE: _____
SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to document RFP 22-02.
Offeror does/does not (circle one) intend to respond to RFP REFERENCED ABOVE.
If Offeror **does not** intend to reply, please give a brief reason for not responding. _____
_____.

RETURN TO:

Chris Thweatt
Chief Procurement Officer
Roswell Independent Schools
300 N. Kentucky
Roswell, NM 88201
Telephone No. (575) 627-2528
E-mail: cthweatt@risd.k12.nm.us

E-MAILED COPIES OF THIS FORM WILL BE ACCEPTED.
E-MAILED AND FAXED RESPONSES TO RFP WILL NOT BE ACCEPTED

REQUEST FOR PROPOSALS RFP # 22-02
AUDIOLOGY SERVICES
OPENING DATE: September 20, 2021 2:00 PM

Roswell Independent School District
300 N. Kentucky
Roswell, NM 88201

IMPORTANT – PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFP NUMBER AND OPENING DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE FRONT OF THE ENVELOPE.

FAXED AND E-MAILED PROPOSALS WILL NOT BE ACCEPTED.

Sealed proposals will be received until the above specified date and local time, and then opened at the Roswell Independent School District Purchasing Department. The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process.

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is part of this proposal, and that the undersigned Offeror has read and understands the scope and conditions of the proposal.

The undersigned, in submitting this proposal, represents that Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, or physical or mental handicap as specified in Sec. 28-1-7NMSA 1978 in the performance of this contract.

The undersigned hereby proposes to perform necessary professional services for the amount and upon the conditions stated in this proposal after notice of award.

This proposal is subject to the Purchase Order “Terms and Conditions”, Proposal Requirements and Scope of Work.

OFFEROR MUST COMPLETE THE FOLLOWING:

COMPANY NAME /MAILING ADDRESS/CITY/STATE/ZIP CODE

CONTACT PERSON
X

PHONE NO.

TO BE A VALID OFFER, OFFEROR MUST SIGN HERE
EMAIL: _____

TITLE

If you have any questions regarding this RFP please contact: Chris Thweatt
Phone No.: (575) 627-2528, e-mail: cthweatt@risd.k12.nm.us

GENERAL CONDITIONS

As required by 13-1-111NMSA 1978 the Roswell Independent School District is requesting proposals for: **ABOVE NAMED RFP #22-02 Audiology Services**

Submission of a proposal by Offeror indicates their acceptance of the Conditions Governing the Procurement of this RFP.

Proposals must include but are not limited to the requirements set forth in the "Scope of Services". Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless stated, specifications and/or scope of work attached are the minimum requirements.

Where a brand name or equal specification is used, the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and not intended to limit or restrict competition. If a vendor proposes an "equal" to scope of work/specifications, the District is the sole interpreter of the scope of work/specifications and sole judge as to whether the "equal" proposed complies with the scope of work/specifications.

If the proposer offers an item other than the one specified, which the proposer considers comparable, the manufacturer's name and model number of that item must be specified in the proposal and sufficient performance specifications and descriptive data provided to permit a thorough evaluation. A separate sheet(s) may be attached for this purpose. Failure to provide the appropriate information may result in disqualification of the proposal.

Specifications stated in this request are not intended to exclude any proposer. If any proposer is of the opinion that the specifications as written preclude them from submitting a response to this RFP, it is requested that their opinion be made known to the Chief Procurement Officer in writing as soon as possible, but preferably, at least five (5) working days prior to the proposal due date.

Proposals may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the District Purchasing Office. Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Offerors may submit only one (1) proposal in response to this RFP.

Roswell Independent Schools may reject the proposal of any potential proposer who is not a responsible proposer or fails to submit a responsive proposal as defined in NMSA 1978, 13-1-83 and 13-1-85.

The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process.

Negotiations may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award.

After obtaining best and final offers, the award shall be made to the responsible Offeror whose proposal is most advantageous to the Roswell Independent School District, taking into consideration the evaluation factors set forth in the request for proposals.

The District Purchasing Office will open and evaluate all proposals; determine the need for and conduct any negotiations; and make a final recommendation to the Board of Education for award of the contract.

The Roswell Independent School District reserves the right to cancel the RFP, to reject any or all proposals in whole or in part, and/or to waive irregularities at its option when in the best interest of the school district.

Award of the contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this Request for Proposal.

The Proposal total shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The school district will pay for any taxes due on the contract and will pay any increases in applicable taxes which become effective after the date the contract is entered into in addition to the Proposal total based upon separate billings which the successful Offeror shall submit with each request for payment. Taxes shall be shown as a separate amount on such billing or request for payment and shall separately identify each tax being billed.

To assist the school district with budget preparation, the Offeror shall identify by name each tax Offeror believes to be applicable to this contract and shall estimate the amount of each tax, which will be charged, on the entire contract.

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689. A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-777 through 13-1-180 and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the district and shall not be considered for award of the contract during the period for which it is debarred or suspended.

7.22 A Other school districts and public agencies may purchase under this bid at the same prices, terms and conditions stated in these bid documents, at the discretion of the successful bidder. Agencies participating in this bid shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold the Roswell Independent School Districts harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

INSTRUCTIONS TO OFFERORS

I. DIRECTIONS FOR SUBMISSION

- A. The Offeror shall submit one (1) Electronic copy and three (3) hardcopies (including one original hard copy) of their Technical Proposal and shall submit one (1) original hard copy and one (1) electronic copy of the Price Proposal. The Offerors proposal shall contain any supplemental information, which will assist the District in selecting an Offeror.
- B. The proposal package shall consist of the sealed technical proposals and the sealed price proposals. The price proposal shall be separate from the technical proposal.
- C. The original hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposals, the original hard copy shall govern. The originals shall be stamped “original”.
- D. Submit the two-part / two-volume proposal with each part/volume in a separate sealed envelope, clearly marked on the outside cover: Roswell ISD – RFP 22-02 Audiology Services, and addressed to:

Chris Thweatt, Purchasing Specialist
Roswell Independent School District
300 North Kentucky Avenue, Room 201
Roswell, NM 88201
- E. The Offeror shall be prepared to respond to request by the District for any clarifications, and any other areas deemed necessary to assist in the detailed evaluation process. All expenses associated with this RFP and presentation shall be borne by the Offeror.

II. CONTACTS

- A. All questions regarding this proposal shall be submitted in writing, through e-mail, and no later than September 10, 2021. All inquiries shall be directed to the Chief Procurement Officer as stated herein.
- B. Questions and/or suggestions concerning this proposal shall be directed by September 10, 2021 to:

Chris Thweatt
Chief Procurement Officer
Roswell Independent Schools
300 N. Kentucky
Roswell, New Mexico 88201
cthweatt@risd.k12.nm.us

- C. Offerors shall not contact any other District official, evaluation committee member, or school district employee regarding this proposal or Offerors may be disqualified. The only approved contact shall be with the above referenced purchasing staff.

III. QUALIFICATIONS OF OFFERORS

- A. The Offeror shall submit with their proposal qualifications and recent experience of the firm and key personnel relative to providing the services listed in this proposal.

IV. COST PROPOSAL

- A. Offeror shall submit a Cost Proposal form and shall include all cost associated with Offerors proposed services.

V. PRICING

- A. The subsequent agreement is considered a FIRM FIXED-PRICE AGREEMENT. The cost proposal form shall remain firm and shall include all charges that may be incurred in fulfilling the terms of the agreement.

X. PERIOD THAT PROPOSAL SHALL REMAIN VALID

- A. All proposals shall remain firm for a period of 120 calendar days after date specified for receipt of proposal.

XI. BRIBERY AND KICKBACKS

- A. As required by Section 13-1-191, NMSA, 1978; it should be noted that it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourthdegree felony to commit the offense of offering or paying illegal kickbacks (Section 3041-2, NMSA 1978).

XII. CONFLICT OF INTEREST

- A. Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract.

IX. PROPRIETARY INFORMATION

- A. All proposals will be kept confidential until a contract is awarded. Following award of a contract, all documents pertaining to the proposals will be open for public inspection, except for any material, which is designated by the Offeror as proprietary or confidential. The school district will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential”. Confidential data are normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, &57-3A-1 to &57-3A-7 NMSA, 1978. Such data must be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Department shall examine the Offerors proposal and make a written determination which specifies which portions of the proposal should be disclosed in accordance the applicable New Mexico law. Unless the Offeror takes 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.

X. BEST AND FINAL OFFERS

- A. Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and final offers may be clarified and amended at the request of the school district. The scheduled deadline for best and final offer, if requested by the school district, will be determined at this time and notifications will be issued to the finalist Offerors.

XI. PROTEST DEADLINE

- A. Any protest by an Offeror must be timely and in conformance with Section 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 Board of Education contract award. Protests must be in writing and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protest must be delivered to the Chief Procurement Officer.

Chris Thweatt
Chief Procurement Officer
Roswell Independent Schools
300 N. Kentucky
Roswell, NM 88201

Protests received after the deadline will not be accepted.

XII. TERMINATION

- A. If, through any cause, Offeror fails to fulfill in a timely and proper manner Offerors obligations under this RFP or if Offeror violates any of the covenant agreements or stipulations of the Agreement, the school district may order Offeror by written notice to stop the services or any portions of them until the cause for such order has been eliminated. If Offeror fails to correct the cause within time period specified in this notice, which time period shall be reasonable under the circumstances, school district shall have the right to immediately terminate the Agreement. The Offeror shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

- B. The school district may terminate the Agreement at any time by giving at least thirty (30) days notice in writing to the Offeror. If this Agreement is terminated due to the fault of Offeror, item “12.A” above relative to termination shall apply and no compensation or reimbursement to Offeror shall be due. If terminated for any other reason, school district will reimburse Offeror for all documented out-of-pocket expenses incurred in connection with this agreement.

SELECTION SCHEDULE:

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

- RFP Release Date: September 7, 2021
- Questions from Vendors Due: September 10, 2021
- Responses to Vendor Questions: September 13, 2021
- Final Addendum Deadline: September 15, 2021
- Submittals Due: September 20, 2021 at 2:00pm Local Time
- Successful Proposer Notified: Estimated October 13, 2021

RISD PROCEDURES REGARDING STUDENTS:

Provisions of services, students or facilities made impossible or creating unreasonable hardship by fact or school closure, extreme weather conditions, acts of God, wars/riots or destruction of facilities and the like shall not cause either RISD or the Offeror to be in default. Illness or personal emergency of either student or offeror shall be brought to the immediate attention of the Assistant Superintendent of Academic Services.

RISD will at all times determine the students eligible for special education services and assign case load accordingly. The District reserves the right to assign any service provider to any school or other location based upon the needs of the students. Offeror will not enter into RISD administrative decisions. Acceptance by RISD of an offeror’s proposal does not guarantee a specified number of consultations or any other work. Time estimates are included to provide the offeror with some idea of possible activity and are not a commitment of purchase services. RISD

shall only pay for services rendered unless specifically agreed otherwise. Offeror will be expected to serve the entire District.

Any confidential information provided to or developed by an offeror in the performance of his/her assigned duties shall be kept confidential and shall not be made available to any individual or organization or used by the offeror without the written consent of RISD.

Nothing produced in whole or in part by an offeror shall be the subject for an application for copyright by or on behalf of the offeror.

WORK REQUIREMENTS AND RISD REQUIREMENTS FOR CONTRACTED SERVICES

The Contractor Shall:

- 1. Scope of Services.** The contractor or contractor's employees will fulfill the requirements and perform the services described above in a satisfactory and proper manner.
- 2. Contractor Responsibilities:** The Contractor or contractor's therapists will fulfill the preceding requirements and perform the preceding services in a satisfactory and proper manner. The Contractor shall:
 - **Laptop Computers:** Contractor shall provide its own laptop. RISD will not issue laptop computers for work under this proposal.
 - **Pre-service Orientation:** Participate in a pre-service orientation meeting held by the District for contracting therapists to address procedures related to licensure documentation, fingerprinting and background checks, district required timesheets, service documentation, Medicaid billing, and Federal, State and District requirements. First time contractors must attend.
 - **Billing:** Bill for direct/indirect service hours not to exceed 7.0 hours per day. Direct/indirect service may include evaluations, therapy, parent consultation, consultation with school staff, participation in District scheduled parent conferences, participation in IEP meetings, report writing, service documentation logs, and preparation of IEP documents.

Bill RISD only for services rendered, fully comply with all other state and federal requirements associated with provisions of the services contemplated herein and not bill any other party (e.g. Medicaid, third party insurance, or parents). Violation of this provision will result in termination of the contract.
- The contractor will remain as a participant to the IEP regardless if the 7.0 hour per day will be exceeded until the IEP is concluded or the need of the

contractors' participation is no longer required, whichever event occurs first will be the determining factor for time beyond the 7.0 hours per day.

- Time will be paid in accordance to the agreed rate per hour or at the District's sole discretion.
 - Obtain prior written approval from the District for a therapist to bill for hours beyond those specified above.
 - Contractors and Contractor's employees will not be reimbursed by the District for meals and incidentals.
- b. Volunteer Activities: Not to be compensated for any of the following: volunteer activities with RISD activities, workshop or conference attendance. Compensation for workshop or conference attendance will be made only as a result of written invitation and approval from RISD.
- c. Inclement Weather: Scheduled therapy sessions, meetings, or events shall be considered cancelled if RISD schools are closed due to inclement weather. Contractor shall not bill RISD for inclement weather appointments when the media announces that school will be cancelled for the following day. If school is delayed or cancelled the day of inclement weather, hours lost due to delay are not billable.
- d. Interns: Contractor cannot accept students for internship/practicum experience or accept supervisory duties associated with RISD activities.
- e. Professional Liability and Automobile Insurance: Contractor shall, for the duration of the contract, maintain professional liability and automobile liability insurance with limits of liability no less than the limits of liability for governmental entities as provided by the New Mexico Tort Claims Act. Contractor shall provide RISD with proof of such insurance as a condition precedent to the execution of this contract. Contractor also agrees to notify RISD immediately if such insurance is out of force for any reason at any time during the life of the contract. Also, workers compensation insurance where required by law.
- f. Indemnification: Agree to defend, indemnify, and hold harmless RISD 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 Contractor under this agreement.

The District Shall:

- A. **RISD Responsibilities:** RISD will fulfill the following requirements and perform the following services in a satisfactory and proper manner. RISD shall:

- a. Generate list of approved therapists assigned to the District and the maximum number of hours each is allowed to bill weekly. This list is to be reviewed and signed by the Contractor or agency and the District.
- b. Provide a pre-service orientation meeting for contracting therapists to address procedures related to licensure documentation, fingerprinting and background checks, district-required timesheets, service documentation, Medicaid billing, and Federal, State, and District requirements.
- c. Process incoming therapists' Medicaid Provider applications.
- d. Provide a list of students who have been referred for evaluation or identified by the IEP committee to receive therapy services to each service provider.
- e. Provide, for each student referred, referral information; case histories, including educational, family and medical information, hearing and vision screening; completed educational diagnostic and ancillary evaluation reports; IEP; and other relevant data necessary to design and implement therapy services.

SPECIFICATIONS FOR

RFP 22-02

AUDIOLOGIST

Roswell Independent Schools is requesting proposals from qualified New Mexico professional individuals and/or agencies to provide audiology, consultative, and related services in the area of evaluation.

Selection of such individual(s) and/or agency to perform requested services will be based on the criteria listed below. Written proposals should address qualifications, experience, availability and fees for provisions of services outlined in scope of services.

I. QUALIFICATIONS

- a. Master's Degree in Audiology, NMPED License, alternatives to these qualifications as the the District may find appropriate and acceptable.

II. SCOPE OF SERVICES

- a. The provider will review referral information, previous audiologist information, family and school history. The provider will administer audiology evaluations / psychoeducational assessments. Test administration should include non - biased assessment and be administered in the student's primary language.
- b. Complete routine reports and tasks promptly and efficiently
- c. Participates in student planning and program development
- d. Implements individual student programs when appropriate
- e. Demonstrates a willingness to examine and implement change as appropriate
- f. Works productively with colleagues, parents, and student
- g. Demonstrates accurate knowledge of field
- h. Demonstrates appropriate assessment techniques and procedures
- i. Demonstrates a professional demeanor as defined by the Code of Ethics of the education profession
- j. Provide written recommendations for students who are deaf or hard of hearing to EDT/IEP teams in regards to access of information.
- k. Assist the District in recommendations with ordering or assist with ordering audiology equipment specific to individual student needs or district-wide audiology needs.
- l. Provide three (3) references

III. FEES

- a. Evaluation, Test Interpretation and program development as part of the EDT/IEP as outlined in Section II – a, b, c& d to be paid on a flat daily rate, which may include time outside of the contract work day.
- b. Consultation, Staff/Parent Education outside of the contracted school day will be based on an hourly rate.
- c. Fees must include all taxes, per diem, and other fees as applicable.

- d. An itemized invoice must be submitted for payment. Payments; will be paid within 30 days of receipt of invoice.

IV. PHYSICAL REQUIREMENTS:

Ability to perform the job and access the environment for which you are hired. The following may be required: Sitting, standing, lifting, moving about the room or school carrying (up to 50 pounds), reaching, squatting kneeling, prolonged typing, physical ability to type on a keyboard terminal and moving light furniture.

V. EQUIPMENT:

Ability to provide the District the opportunity to purchase related equipment to include, but not limited to, the following items in Appendix A (being provided as a separate document).

VI. AWARD OF CONTRACT

- a. Evaluation of the above criteria will be made by a review committee on the following basis.

Qualifications of personnel	35 pts
Experience as it related to scope of services	35 pts
Fees	15 pts
Proximity / Familiarity with site	<u>15 pts</u>
	100 pts

VII. CONTRACTUAL AWARD - Will be made at a regular meeting of the Board of Education.

Awarded contracts may be renewed annually up to three (3) additional years upon written consent of both parties

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 ▶
------------------	----------------------------	--------

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 PROPOSAL

Mail to the following address:

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

IF SENDING YOUR PROPOSAL UPS/FEDERAL EXPRESS, ETC.

Send to the following address:

Roswell Independent School District
300 N. Kentucky
Support Services/Suite 201
ATTN: Chris Thweatt
Roswell, NM 88201
575-627-2528