

ROSWELL INDEPENDENT SCHOOLS REQUEST FOR PROPOSAL RFP # 22-12

RFP TITLE: Beverage Services Provider

RFP Schedule

Action	Date & Time
RFP Issued	May 4, 2022
READ ALL RFP 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 the CPO of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.	
Deadline for Questions	May 11, 2022 @ 5:00pm (local time)
Response to Written Questions	May 13, 2022
Final RFP Addendum Deadline	May 16, 2022
RFP Due Date and Time	May 24, 2022 @ 2:00pm (local time)
Evaluation of Proposals	May 25-26, 2022
Interviews (if deemed necessary)	June 2, 2022
Successful Proposer Notified	Estimated June 15, 2022

RFP Contact Information

Name	Chris Thweatt, CPO
Phone Number	(575) 627-2528
E-Mail	cthweatt@risd.k12.nm.us
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted to the CPO in writing. Offerors may contact ONLY the CPO regarding the terminology stated in the procurement documents.</i>	

RFP Submittal

Offerors shall provide one (1) original paper copy with four (4) hard paper copies, and one (1) electronic copy on a thumb drive of both volumes 1 and 2 of their proposal before the RFP Due Date and Time. All proposals must be typewritten on standard 8 1/2" X 11" paper and bound on the left-hand margin.

RFP Term

The Roswell Independent School District reserves the right to enter into a four (4) year contract which consists of an initial one (1) year agreement with three (3) annual (12 month) renewal options.

OFFEROR'S GENERAL INSTRUCTIONS

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 the CPO of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. **OFFICIAL CONTACT:** Offerors may contact **ONLY** the CPO regarding the terminology stated in the procurement documents. Other District employees do not have the authority to respond on behalf of the District.

Offerors **MAY NOT** contact other District departments, employees or the evaluation committee. Any contact with a District 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 the CPO will have no legal bearing on this RFP or the resulting contract(s). Any response made by the District 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 the CPO as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the CPO **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The CPO will respond in a timely manner subject to the complexity of the questions. The CPO will **ONLY** respond to the written questions submitted and received 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:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the District, the Offeror acknowledges that the version maintained by the District on the District's procurement website shall govern.
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 borne 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 borne solely by the Offeror.
7. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.

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 District's Procurement Department Website.
9. **ADDENDUM(S):** No Addendum will be issued later than **January 31, 2022**, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals. Offerors should revisit the website (http://www.risd.k12.nm.us/finance_and_operations/business_services/purchasing_bids_rfp) prior to the due date before submitting their proposal to the Roswell Independent School District. 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.
The CPO, after review of the proposals may request clarifications on information submitted by any and all Offerors in a written format, with a specified deadline for response.
12. **DISTRICT DISCRETION:** The District hereafter referred to as RISD reserves the right, pursuant NMSA 1978, §13-1-132, 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. RISD reserves the right to add to or delete from the Scope of Work set forth in this RFP.
13. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition pursuant to NMSA 1978 §13-1-168. If a vendor proposes an "equal" to scope of work/specifications, RISD 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
14. **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 as defined in NMSA 1978, §13-1-83 and §13-1-85.
15. **AWARD:** RISD reserves the right to award all, part or none of the Scope of Work as set forth in this RFP. This procurement in no manner obligates the Roswell Independent School District until a valid signed contract and/or valid Purchase Order is executed.
16. **PREFERENCES:** RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. **PLEASE NOTE: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**
17. **TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP.

If you have any questions contact the CPO listed on the RFP documents for assistance.

18. **EXTEND SUBMISSION TIME:** RISD may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of RISD to do so. Such extensions shall be by addendum(s), which may be issued before the submission due date.
19. **RFP CANCELLATION OR REJECTION:** In accordance with NMSA 1978, §13-1-131, this RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of the Roswell Independent School District.
20. **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 public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, §13-1-116, 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 RISD signature on the contract(s) resulting from the procurement has been obtained.
21. **RESPONSIBLE AND RESPONSIVE OFFER:** RISD may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §131-85.
22. **SOLE RESPONSE:** Any sole response that is received may be rejected by RISD depending on available competition and timely needs of RISD. RISD reserves the right to award the contract to the responsible Offeror submitted responsive proposal most advantageous and in the best interest of RISD.
23. **NEGOTIATIONS:** RISD reserves the right to discontinue negotiations with any Offeror.
24. **AFTER AWARD:** After 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. The Procurement Department will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
25. **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 RISD.
26. **RISD SCHOOL BOARD APPROVAL:** The award of this contract is not final until approved by the RISD School Board (if applicable) and/or contract is signed by both parties.
27. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“**Agency**” shall mean the Roswell Independent School District (RISD)

“**Award of Contract**” shall mean a formal written notice by RISD 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 recommendation.

“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 Offeror’s proposal.

“Offer” – the term means **“proposal”**, **“solution”**, means all documents submitted to RISD 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 the Roswell Independent School District.

“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.

TERMS AND CONDITIONS

1. **TERM:** RISD 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, Contractor has the responsibility of calling such violations to the attention of the RISD Procurement Officer.
3. **NO MINIMUM GUARANTEE:** The Roswell Independent School District does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
4. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) 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 request.
5. **TAXES:** RISD 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.
6. **NON-APPROPRIATION:** RISD's obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If RISD does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. RISD's determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 1. The Contractor may terminate this contract **only** if RISD fails to comply with any provisions of this contract and after receiving notice of the noncompliance RISD fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and RISD.
 - B. Termination by RISD
 1. For Cause
 - a. The occurrence of either one of the following events will justify termination for cause:
 - i. 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).

ii. Contractor's violation in any substantial way of any provisions of this contract.

b. If either one of the events identified above occur, RISD 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.

c. Where Contractor's services have been so terminated by RISD, the termination will not affect any rights or remedies of RISD against Contractor than existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by RISD will not release the Contractor from liability.

2. For Convenience

a. Upon ten (10) days written notice to Contractor, RISD may without cause and without prejudice to any other right or remedy of RISD, elect to terminate the contract.

b. In such case, Contractor shall be paid (without duplication of any items):

i. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination.

ii. 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.

c. 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.

9. **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 the Roswell Independent School District 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.

10. **INSURANCE (If Applicable):** The successful Offeror shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability Insurance approved by RISD at the time of contract award. RISD 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.

11. **AUDIT:** RISD 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 audit may be conducted by RISD personnel or a third party under contract with RISD. RISD shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from RISD the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee RISD's access to books and records of such party.
12. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
13. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for RISD. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of RISD as a result of this procurement.
14. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §134-11 through §13-4-17 as amended, shall not be permitted to do business with RISD and shall not be considered for award of the contract during the period for which it is debarred or suspended.
15. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and RISD 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 RISD.
16. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of RISD other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless RISD from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
17. **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).
18. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (RISD's designated address).
19. **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 RISD. If delay in delivery is foreseen, Seller must notify the RISD Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
20. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
21. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
22. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.

23. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
24. **PAYMENT:** Any invoice received and payment made shall be subject to RISD's terms and conditions (NET 30) unless specifically waived by RISD in a separate written document.
25. **ASSIGNMENTS:** The awarded contractor shall not assign nor delegate specific duties as part of this RFP not transfer any interest not assign any claims for money due or to become due under this RFP without the written consent of RISD.
26. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

PROTESTS

If any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** fifteen (15) calendar days after the facts or occurrences giving rise thereto (NMSA 1978, §13-1-172). The protest must be in writing and delivered to the CPO - Procurement Department, Roswell, New Mexico

1. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (NMSA 1978, §13-1-173).
2. The Purchasing Agent or his/her Designee 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 adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).
3. The Purchasing Agent or his/her Designee 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 pursuant to NMSA 1978, §13-1-183.
4. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Offerors involved in the procurement in compliance with NMSA 1978, §13-1-176.

SCOPE OF WORK

Purpose of this RFP:

The Roswell Independent School District (RISD) is requesting proposals for beverage services on demand. Per Section 13-1-153 Multiple source award; limitations on use and Section 13-1-154 Multiple source award; determination required, the Roswell Independent School District has determined that it may be necessary to make a multiple source award to meet the best interests of the Roswell Independent School District.

This RFP is intended to solicit responses from qualified offerors that are interested in providing the services listed below:

- Supply, install, regularly service, and maintain and/or periodically improve vending machines for school district sites (see (Page 27 for a listing of sites with beverage vending machines).
- Provide RISD an inventory of all machines with locations.
- Accommodate multiple deliveries of stock to a large number of vending machines that may need replenishing.
- Supply, install, regularly service, and maintain and/or periodically improve coolers as is necessary to maintain a full stock of contracted products.
- Provide vending, cooler, and non-vending soft drinks, waters, juices, non-caffeinated teas and sports drinks with the knowledge and understanding of current New Mexico legislation relative to beverage sales in public schools and the RISD Wellness Policy (see Pages 28-41).
- Provide timely commission revenue reporting and tracking of revenue to RISD.
- Provide other support such as Sponsorship opportunities, in-kind donations of product, and/or advertising.

Scope of Procurement:

The scope of procurement is to secure an agreement with an offeror, or multiple offerors, who has/have the ability and resources to provide beverage service/pouring rights and related services as needed by RISD with opportunities for doing business with departments and schools. Please indicate if you are submitting a proposal to provide vending machine services and/or RISD non-vending purchases and/or pouring rights. If proposing for all services, please indicate the benefit(s) to the district for awarding one contract for all services.

Use of Federal Funds

Beverage Services may be purchased using federal sources. Federal law prohibits application of any residential and veteran preferences when the expenditure of federal funds designated for specific purchase(s) is involved.

Proposal Organization

The following requirements apply to proposal organization and content. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Organization

The proposal must be organized in the following format and must contain, at a minimum, all listed items in the sequence indicated with a tab for each item listed below. Proposals that differ from the described format may be rejected.

- **Volume #1** [1 original proposal plus 4 copies of the original plus 1 electronic copy (thumb drive)]
 - a. Table of Contents
 - b. Proposed Summary (*Optional)
 - c. Letter of Transmittal (Page 19)
 - d. Campaign Contribution Disclosure Form (Pages 21-23)
 - e. Conflict of Interest, Non-Collusion and Debarment/Suspension Certification (Pages 24-25)
 - f. Contractor's Certificate of Liability Insurance
 - g. Request for Taxpayer Identification Number and Certification (W-9) Form (Page 26)
 - h. Amendment(s) if applicable
 - i. Authority to Provide Beverage Services – Statement of Concurrence
 - j. Service - Provide information requested
 - k. Product – Provide information requested
 - l. Marketing – Provide information requested

- **Volume #2** [1 original proposal plus 4 copies of the original plus 1 electronic copy (thumb drive)]
 - a. Commission Revenue
 - Commission and Payment Procedures – Provide information requested
 - Rights Revenue – Provide information requested
 - Value Added Services – Provide information requested, if applicable

*Optional Proposed Summary is for informational overview only and will not be scored.

Order of Items

Within each section of their proposal, Offeror should address the items in the order in which they appear in this RFP.

Inclusion of Completed Forms

All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Costs, Rates, or Expenses Discussion

All discussion of the proposed commission, scholarships, etc. must occur only in the Offeror Response Form unless otherwise stated.

Scope of Procurement

The scope of procurement shall encompass the defined Scope of Work in this RFP. The result of this RFP will be a contract, or contracts, for Beverage services and pouring rights for the district. RISD reserves the right to modify any contract to meet district needs. The contract schedule will be determined after award of contract and upon receiving all required approvals, whichever is later, for a term of three years. The contract may be extended for up to three (3) additional one (1) year periods, or any portion thereof at the discretion of RISD, pursuant to funding availability and satisfactory service provision, as determined by RISD.

Regardless of the termination date, any incomplete services will be carried to completion by the original contractor, but without unduly prolonging the process. RISD also reserves the right to extend a contract or a portion thereof on a short-term basis if the replacement contract has not been awarded or if negotiations are still in progress. If the new agreement is with a different vendor, a sixty (60) day transition period will take place. During this time period, removal of current and installing of new equipment will take effect, unless the parties agree to different terms. This contract may be cancelled by either party with ninety (90) days written notice; however, this stipulation shall not affect or limit the rights of either party under standard default provisions.

In no circumstance shall the contract exceed a total of six (6) years in duration. Regardless of any termination date, any services still in progress will be carried to successful conclusion but without unduly prolonging the process. RISD also reserves the right to extend any contract on a short-term basis if negotiations for a new contract are still in progress.

Technical Specifications

In preparation of proposals, Offerors are encouraged to present “other processes, solutions, and/or guidelines” to address the minimum types of key services and elements described in the Scope of Work for beverage services and pouring rights related projects as needed by the district.

Work shall include a minimum of the activities set forth below:

The district owns and operates approximately 23 school and various administrative sites including schools, teacher’s lounges, gyms, cafeterias, administrative areas, and two athletic stadiums. These sites are in continuous operations as campus and classroom space, warehousing functions, and offices.

1. Rights Fee

- a. **Machines, Service, and Product:** Offeror will provide all machines, service, and product to multiple locations. As consideration for placement of beverage vending machines, the district will be paid a rights fee, commissions based on sales, and other compensation as mutually agreed.

Historically, multiple vending machines have been in place at the high schools. Middle and elementary schools primarily have machines in teacher’s lounges. There are also machines in various administrative areas. Beverages center on canned or bottled product only.

- b. **“Pouring Rights”:**
“Pouring rights” at the Wool Bowl Stadium, DeBremond stadium, and any future district athletic stadium are part of this RFP. The Wool Bowl is a common-use stadium utilized for high school football, track, and other special athletic events. The DeBremond stadium is a common-use stadium utilized for middle school football and soccer. The contractor will provide appropriate bottled/can beverages. Any necessary equipment, menu boards, directional signs, etc. are to be included as well as promotional items such as sport drink coolers, etc. Staffing of the Wool Bowl and DeBremond Stadiums is done by the district.

Note that this contract is for beverages such as soft drinks (carbonated and non-carbonated, caffeinated and non-caffeinated, diet), juices, teas, water, fruit drinks, sport drinks, etc. only that comply with the USDA Nutritional Guidelines. Snack items, candy bars, or other types of food are not included. Any milk vending program instituted to meet nutritional guidelines is excluded from the terms of this agreement.

- c. **Products Offered:** (Must meet USDA Nutritional Guidelines)

Each proposal must include a proposed product mix showing what merchandise is being offered, including trade name, product description (e.g., sugar-free, diet, etc.), portion size, and suggested price. All brands offered must be nationally recognized and commonly accepted by consumers as evidenced by major market share and distribution in the majority of the Southwest Region.

The successful Offeror should expect the product selection/mix to vary by locations and be responsive to customer requests. The actual product mix must be mutually agreed upon. Product changes will only come from the District Food Service management and Contract Services designated personnel.

d. Product Substitutions or New Products:

Product substitutions or new products are allowed if item(s) meet the New Mexico Nutrition Rules for Competitive Foods, USDA Nutritional Guidelines, and approved by the RISD Procurement Department and Food and Nutrition Services, items may be added to the contract.

e. RISD Purchases (non-vending):

RISD schools, departments, etc., may order water/beverages from time to time for re-sell or their own use based on Offeror's product line. Please submit a detailed price list of the items you will offer to RISD. Price list will include: description, pack size, price, and nutritional information. To the extent, RISD needs to buy beverages of a type or size not listed on the contract with the selected vendor, RISD may purchase the product from another source, notwithstanding the provisions set forth elsewhere in the RFP or eventual contract.

f. Administrative/District Sites:

Administrative/district sites, in addition to school sites, may participate in this agreement. Any soft drink vending machine placed on RISD property will be subject to the agreement.

g. Elementary and Middle Schools:

Potential Contractors should be aware of certain requirements for machine placement particularly at elementary and middle schools. These sites will typically need at least one vending machine in the teachers' lounge. The referenced nutritional guidelines do not apply to teachers' lounges or administrative sites.

h. High Schools:

Potential Contractors should be aware of certain requirement for machine placement at High Schools. These sites will typically need at least one vending machine in the teachers' lounge. The referenced nutritional guidelines do not apply to teachers' lounges or administrative sites. Other machines may be located in the cafeterias and gyms.

Beverage vending machines may be considered in other areas and, if approved, would be required to meet the requirements of the Smart Snacks in Schools nutrition standards that RISD follows or have a timer installed on the machine so that it is not operable during school hours and one hour outside of the beginning and end of school hours.

i. Full Service Contract:

All vending units are to be continuously stocked with the specified products in a timely manner. This will require adequate delivery personnel, all of whom must carry identification and be uniformed or otherwise readily identifiable. Deliveries must be made in company vehicles, also readily identifiable. Note: employees must check-in and check-out on each campus or site. Contractor will establish and adhere to regular routes but must also be able to furnish additional product for unusual demand, special events, and in emergency situations. Contractor will provide all necessary equipment to transport product to the designated location(s). RISD will not store product and stock machines. A specific designated person(s)

at each site will count and sign for product received, return credits, and all other transactions. Products are to be delivered fresh and ready for consumption. Broken seals, dirty or leaking cans/bottles, bad carbonation and the like are not acceptable and will be returned for full credit.

j. RISD Property:

All structures, furnishings, utilities, services, roads, trees, shrubbery, etc., which may be located on district property shall be protected against damage or interrupted services at all times by the contractor. Contractor shall be held responsible for repair or replacement of any and all such property damaged by reason of the contractor's actions or negligence.

k. Vending Machines:

All vending machines will be the property of the contractor and will at no time be leased or purchased by RISD. Therefore, maintenance and insurance will be the responsibility of the contractor. RISD and the contractor will agree upon exact procedures to be followed in the event of a malfunctioning machine. Any such machine must be repaired or replaced as soon as possible at no charge to RISD. Any machine that experiences repeated repairs, documented downtime, and similar will be replaced. Vandalism may also occur. RISD will take reasonable care to ensure that buildings are locked when not in use and that the area is supervised but will not be responsible for the equipment or its contents. Contractor must insure his/her own property. If a machine has been repeatedly damaged, RISD and contractor may elect to install some type of protection, to select another more secure location, or to remove the machine entirely. In the event of a catastrophic loss caused by arson, flood, earthquake, etc, in which the building and its contents may be destroyed or seriously damaged, machines and contents will be included with district property for claim purposes. In no case will payment exceed fair market value.

l. Vending Machine Locations:

RISD may add or delete vending machine locations at any time during the life of the contract as new schools are built or other considerations affect district growth. Any such machines will be considered as part of the original placement and will not be subject to any surcharge or installation/removal fee. RISD will supply the space for the vending machines and electrical and plumbing hookups as necessary.

m. Suggested Products:

Contractor may suggest products that have been proven to maximize profit potential. However, each school or location will determine the final product mix to be sold in the machines in accordance with nutritional guidelines and in response to the requests of staff and students. Additionally, the selected contractor may be required to sponsor a community wide taste sampling to assist in selection of the initial product mix. There is no anticipated resistance to improving sales within district guidelines, but no substitutions will be allowed without RISD approval. New product that may be introduced during the life of the contract may be promoted with the permission of the site.

n. Commission Payments:

Commission payments due and payable to each school or site hosting a machine(s) will be issued no less than once per month. Each check must be documented with the accurate reports. As a minimum, each machine will be clearly set forth by serial number or other identification acceptable to RISD, how often serviced, quantity of product stocked, sold, and the resultant proceeds. Credits must be shown separately. This same information will be provided to the RISD Business Office on a quarterly basis for audit purposes.

o. Advertising Opportunities:

As the supplier for the school district, the contractor may be entitled to certain advertising opportunities. Advertising opportunities are dependent upon the services awarded through this request for proposals. Offerors are cautioned that all advertising connected with RISD must be suitable for children and

approved by the RISD Office of Curriculum and Instruction and RISD Business Office. It must also conform to district advertising policy. This will be true regardless of any potential adult audience and/or if the advertising should take place in a venue other than on district property. RISD must approve all content prior to publication, media advertisement or any other type of placement. If content is not approved by RISD, the advertisement will not be allowed. Violation will be grounds for cancellation of the contract. The vending machines themselves may only carry advertising panel promoting products meeting the nutritional guidelines or supporting physical activity. If the contractor wishes to sponsor a special event taking place in a stadium or gymnasium, appropriate placement of panels, banners, promotional items, and the like will be agreed upon prior to the event. It is possible, if multiple awards are made through this request for proposals, that multiple sponsors will share advertising space or other considerations equally or in proportion to the percentage of sponsorship.

Advertising will be permitted on scoreboards and marquees. The contractor may promote its relationship with the Roswell Independent School District. Advertising fees for marquees and scoreboards will be paid to the district as an added value feature of the contract agreement. *Offerers are advised that existing food and beverage contracts that have already been bid and contracted in the food service/cafeteria operations of the District shall not be affected by this proposal.*

Additional Required Proposal Submittals to be included in “Volume #1”

Offerors shall provide one (1) original paper copy and four (4) hard paper copies and one (1) electronic copy (thumb drive) of their Volume 1 and Volume 2 proposal to the location specified on the cover page on or before Tuesday, May 24, 2022, at 2:00pm local time.

The following documents/requested information in this section is in addition to the required documents listed on page 5 of this RFP under the “Organization” section as listed in “Volume #1”.

Authority to Provide Beverage Services

Offeror must have the legal authority to provide beverage services to public school districts in New Mexico as it relates to the needs of this RFP. A statement of concurrence is required.

Service

RISD will require a complete full service contract. Discuss how you will replace, change-out or continue to maintain/service existing equipment if successful in achieving the award of this project. Given the size of the district, you must demonstrate that you are able to accommodate multiple deliveries to stock a large number of machines that may need replenishing. How will you avoid stock outs? How will you handle emergency orders or cover large events? Provide a description of your physical plant.

Provide information on the staff assigned to this contract. Discuss other school districts for which your organization is currently providing beverage services. Do they wear uniforms or distinctive clothing? What kind of identification do they carry? Will it be necessary for you to hire additional people to carry out the provisions of this contract? Do you utilize any hiring practices which screen individuals who will have access to children? Are your employees bonded? Acknowledge your understanding that fraternization with staff and students is unacceptable behavior and will be grounds for replacement of any individual servicing any site where the behavior is reported.

Discuss your delivery vehicles. Are they readily identifiable and do you have enough to handle this contract? How are your routes established?

Discuss your procedure should a machine require service, include your escalation procedure and response time to repair or replace a machine. Include who the RISD site would contact to report a problem. Are parts available locally? How is vandalism handled? What is the criteria for replacement of a high volume machine and your definition of a high volume machine. Are your machines on a specific preventative maintenance schedule and how will you interface with the district site for needed repairs?

Detail your refund procedure for bad product and machine malfunction, include details about timeliness of refunds and escalation procedure.

Product

Discuss your product. Include a detailed statement of your organization's knowledge, understanding, and experience with federal school breakfast and lunch program requirements and current New Mexico legislation relative to beverage sales in public schools. What "mix" do you recommend in your machines that will be placed in teachers' lounges and administrative sites? What "mix" do you recommend in machines that may be made available to high school students during school hours (please include labels/nutritional information and product sizes)? Provide a market ranking of your products in the Roswell and Southeastern New Mexico area highlighting the top sellers for your company. Discuss product other than sodas such as waters, juices, non-caffeinated teas, sport drinks, etc. How do you envision introducing new product? Indicate whether or not you agree to sponsor a potential (not decided upon at this time) community-wide taste sampling to assist in selection of the initial product mix.

Marketing

Discuss the marketing plan you foresee that will achieve success in maximizing revenues considering the impact of federal and state mandates on public school food and beverage sales. The plan should include a description of any circumstance or item that will obligate RISD into performing and/or being responsible. The plan should also include a description of a nutrition plan that addresses the need for good student health. Any other pertinent terms, conditions or actions shall be included in this section.

Additional Required Proposal Submittals to be submitted and included in "Volume #2"

Commission Revenue

1. Commission and Payment Procedures

Discuss commissions and payment procedures relating to this contract. Provide the suggested selling price along with portion size of bottled soft drinks, water, juice, sports drinks, and 12 ounce cans (if applicable). Cost to RISD will remain firm. Any proposed cost increase must be supported by documentation at least 30 days prior to a proposed increase and must be approved by RISD's Procurement Office. It is expected that cost decreases will be passed on to RISD. Any changes to this structure will be reviewed on the anniversary date of the contract.

Each school and district-owned site will individually receive the commission revenues derived from the machine(s) on its premises. Each disbursement must be made no less often than once per month. It must be accompanied by a complete list of machines issued to the location detailing on what date each was stocked and with how many bottles or cans; how many were sold; credits issued; and the resultant total. Please provide a sample disbursement form. Is there a required volume for any machine or product? Will a machine be removed if it is not generating the required volume?

Discuss how commissions are calculated. Include detail on whether you pay a percentage based on units sold or money collected. Identify if figures provided are gross or net. Describe how credits will be addressed at

the sites. Include your refund policy and how they will be handled at the sites. Detail your complaint resolution process.

Discuss the availability of Flexible Funds or Growth Funds. These are typically additional commissions or percentages of sales donated back to the schools. If available, identify the criteria for earning the funds and parameters for their distribution.

2. Rights Revenue

Discuss the value of annual rights revenues and how they will be paid. What is your minimum payment for commissions and annual marketing rights fees for one year? Assuming that the contract will be renewed, what will transpire in subsequent years?

3. Value Added Services

Discuss any other value added services (i.e. monetary payments and non-monetary benefits, etc.) that you plan to offer. What types of advertising will you utilize? What types of media? While RISD does not expect the contractor to sponsor each school activity, discuss your criteria for determining those events in which your company will participate. How will you notify RISD of upcoming advertisements?

Offeror’s response for Commission Revenue for Commissions and Payment Procedures, Rights Revenue, and Value Added Services must be submitted and identified with your firm’s name and labeled “Commission Revenue”.

Offeror is expected to provide its own transportation to attend any business meetings, oral presentations/interviews, etc, and carry on the general activity associated with this RFP.

Evaluation Factors

All responsive proposals shall be evaluated based on the following weighted factors:

1. Service	20 points
2. Product	10 points
3. Marketing	10 points
4. Commission and Payment Procedures	25 points
5. Rights Revenue	25 points
6. Value Added Services	10 points
TOTAL:	100 points

Additional points may be included for Resident Business and/or Resident Veteran’s Preference if applicable.

Interview (if required)

Points for oral presentation/interview will be awarded based upon an evaluation of qualifications of the proposed staff. The interview, if required, will have a total of 50 points that will be in addition to the 100 points listed above. Effective communication, technical knowledge, experience with similar contracts, and the quality of the responses to questions will be the principle criteria for the evaluation.

FORMS & ATTACHMENTS

LETTER OF TRANSMITTAL FORM
SUBMIT WITH YOUR PROPOSAL

Items one (1) to four (4) each **MUST** have a response, failure to respond to all four items **WILL** result in the disqualification of your proposal.

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone	

- On behalf of the submitting organization named in item one (1) above, 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 Signature and Date (**Must be signed** by the person identified in Item #2, above.)

COMPLIANCE

(REQUIRED LEGAL FORMS)

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____



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)

Offeror Business Name

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

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Roswell Independent Schools 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 Roswell Independent Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Roswell Independent Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any Roswell Independent Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

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. Does 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 Roswell Independent School's Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST , 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: _____

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 <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-weight: bold;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;"> </td> <td style="width: 20px; height: 20px; text-align: center;"> </td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;"> </td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;"> </td> <td style="width: 20px; height: 20px; text-align: center;"> </td> <td style="width: 20px; height: 20px; text-align: center;"> </td> </tr> </table>	Social security number				-		-			
Social security number											
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-weight: bold;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;"> </td> <td style="width: 20px; height: 20px; text-align: center;"> </td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;"> </td> <td style="width: 20px; height: 20px; text-align: center;"> </td> <td style="width: 20px; height: 20px; text-align: center;"> </td> <td style="width: 20px; height: 20px; text-align: center;"> </td> <td style="width: 20px; height: 20px; text-align: center;"> </td> </tr> </table>	Employer identification number				-					
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.

Current Vending Machines by Location

Elementary Schools:

Berrendo Elementary
Del Note Elementary
East Grand Plains Elementary
El Capitan Elementary
Military Heights Elementary
Missouri Avenue Elementary
Monterrey Elementary
Nancy Lopez Elementary
Parkview Elementary
Pecos Elementary
Sunset Elementary
Valley View Elementary
Washington Avenue Elementary

Middle Schools:

Berrendo Middle School (Lobby #2 and #3)
Berrendo Middle School Commission
Mesa Middle School
Mt. View Middle School
Sierra Middle School

High Schools:

Goddard High School -Lounge
Goddard High School -Other
Roswell High School
Roswell High School - GYM
University High School

District Sites other than Schools:

AESC
Maintenance

J-4950 JL
STUDENT WELLNESS

The Roswell Independent School District Board of Education is committed to the wellness of every student and staff member. The Board believes that healthy eating and physical education help students achieve personal, academic, developmental, and social success.

Wellness Policy Implementation, Monitoring, Accountability, and Community Engagement: The District will engage family members, students, and representatives of the school food authority, school administrators, and the public in the development and regular review of this policy.

Nutrition: The goal is to influence students' eating behaviors by providing nutrition education that is appropriate for students' ages; reflect students' cultures; is integrated into health education or core curricula; and provides opportunities for students to practice skills.

- ***Nutrition Standards for United States Department of Agriculture (USDA) School Meals:*** All foods available in each school during the day will have as a primary goal the promotion of students' health and the reduction of childhood obesity.
- ***Nutrition Standards for Other Foods and Marketing:*** Schools will restrict food and beverage marketing to the promotion of only those foods and beverages that meet the nutrition standards set forth in the District Wellness Policy.

Quality Physical Activity and Education: The goals for physical activity are to provide opportunity for every student to develop the knowledge and skills for specific physical activities, to maintain students' physical fitness, to ensure students' regular participation in physical activity, and to teach students the short and long-term benefits of a physical and healthy lifestyle.

Health Education Content Standards and Benchmarks: Provide Health Education instruction using State Public Education Department (PED) approved content standards with benchmarks and performance standards (6.29.1 NMAC Standards for Excellence).

Physical Education Requirements: Physical Education Curriculum is available to all kindergarten through grade twelve (K-12) students taught by a licensed instructor. Physical Education or an allowable alternative is a requirement for graduation.

Social Emotional Well Being: The goal of social and emotional well-being is to collaborate with students, parents, staff, and community to influence student success by building awareness and promoting strategies to

maintain and/or improve student mental health.

Other Wellness Policy Needs: Schools provide through the Nursing department compliance with NM Immunizations, Vision Screenings, Individualized health plans, oversight for student medications, and chronic disease management while at school.

Staff Wellness: Providing equitable work environment for all staff with access to information and promoting personal health and wellness.

Wellness Policy Implementation, Monitoring, Accountability and Community Engagement

The Superintendent or designee(s) will convene the District Wellness Committee (DWC) or School Health Advisory Council (SHAC) and facilitate development of and updates to the Wellness Policy, and will ensure each school's compliance with the policy. Each school within the District will be encouraged to establish an ongoing School Wellness Committee (SWC) that promotes healthy activities and nutrition standards as required by Public Law 111-296 "Healthy, Hunger Free Kids Act."

The Superintendent or designee is responsible to implement and oversee the DWC. The DWC, along with the Roswell Independent School District administration and staff, will implement and execute the District Wellness Policy. The District will convene a district wellness committee (DWC) that meets at least three (3) times per year for the purpose of making recommendations to the Board on the implementation, revision and evaluation of the Wellness Policy.

The DWC membership will include parent(s), school food authority personnel, School Board member(s), school administrator(s), physical education teachers, school health professionals, school staff, student(s), and community member(s). See members' list (Exhibit JL-EA).

An annual report shall be made to the Board on the District's compliance with student wellness practices. The Wellness Policy and the annual report will be available at the District website and/or the District Instruction Office. The report may include, but not limited to:

- Recommendations for policy and/or program revisions.
- Evaluation of food services program.
- Review of all foods and beverages sold in school for compliance with established nutrition guidelines.

- Assessment of school environments regarding student wellness issues using Healthy Schools Program online tools (School Health Index).

- Documentation of annual policy progress for each school to promote school-based activities that promote wellness.

The DWC will update and modify the wellness policy based on the results of the annual progress report, and as District priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new federal or state guidelines and standards are issued. The Wellness Policy will be reviewed and updated at least every three (3) years.

The District is committed to being responsive to community input. The District will notify parents of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the Wellness Policy. The District will inform parents about compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The District will ensure that communications are culturally and linguistically appropriate for the community.

The District Wellness Policy will be available to parents/guardians of children/youth via the District's website. A hard copy will be available to parents, upon request at each building.

Nutrition

Nutrition Education supports healthy eating by students. Nutrition Education and Healthy eating will encourage physical growth, physical activity, brain development, ability to learn, emotional balance, a sense of well-being, obesity prevention and the ability to resist disease.

The District aims to teach, model, encourage, and support healthy eating by students. Schools will provide nutrition education and encourage nutrition promotion.

- Include nutrition education as part of health education classes, but also integrate into other classroom instruction through subjects such as math, science language arts, social sciences, and elective subjects. Teach media literacy with an emphasis on food and beverage marketing.

- Provide staff members responsible for nutrition education opportunities to participate in relevant professional development (e.g., training on the Dietary Guidelines for Americans and resources of grade appropriate Curricula and lessons on nutrition education).

- Provide developmentally and culturally appropriate participatory activities such as working in school gardens, food tastings, farm visits, family cooking activities, and participating in the federal Fresh Fruit and Vegetable Program and purchasing New Mexico grown produce for school meals and snacks.

- Promote fruits, vegetables, whole-grain products, low-fat dairy products, healthy food preparation methods, and accurate portion sizes. Promote healthy foods and beverages using consistent nutrition messages using posters, signage, and/or displays throughout the school setting and social media.

- Provide students positive, motivating messages, both verbal and non-verbal, about healthy eating and physical activity throughout the school setting. Promote healthy eating and physical activity to students, parents, teachers, administrators and the community at Parent-Teacher Organization (PTO) meetings, Open Houses, Health Fairs, and teacher in-service days. All school personnel will help reinforce these positive messages.

- Encourage participation in USDA nutrition programs such as the Healthier U.S. Schools Challenge and conduct nutrition education activities and promotions that involve students, parents and the community.

- Encourage schools to use USDA's Team Nutrition resources at <http://teammnutrition.usda.gov/team.html>.

- Provide nutrition education to families that promote and encourage healthy eating at home through handouts, newsletters, postings on websites, workshops, and parent meetings.

- Encourage parents to pack or bring healthy lunches and snacks that support the USDA nutritional standards.

- Partner with the community to increase community awareness of student health needs and support policies and programs.

- Encourage staff to model healthy eating habits.

- The District's Nutrition Program will accommodate students with special dietary needs. In order to make substitutions for items in reimbursable meals, the school must have on file a written statement signed by a licensed physician indicating what the child's disability is, what foods must be omitted from the child's diet, and what foods must be substituted. A copy of the doctor's statement must be given to the Student Nutrition Department. The Student Nutrition Department will work with the parent and nurse (if needed) to create a special diet per student's needs.

- Food Safety inspections are conducted twice annually per USDA regulations and state rules and reports are posted publicly:

- USDA requires two (2) inspections annually, so the NM State Environmental Inspection Department (EID) does the Food Safety inspections once in the Fall and once in the Spring or as needed. The EID puts it on their website and sends to the paper if there is a problem, as Food Safety inspections are posted in the kitchens where the public can see. Inspections are also available in the Nutrition Office upon request.

- Per the U.S. Office of Special Education (OSEP), students with healthcare needs that may "affect or have the potential to affect safe and optimal school attendance and academic performance requires the professional school nurse to write an Individualized Health Plan (IHP) in collaboration with the student, family, educators and healthcare care providers" (NASN Position Statement: Individualized Healthcare Plan). The IHP should be reviewed annually at a minimum. The need for an IHP is based upon each child's required health care, not upon "educational entitlement such as special education or Section 504 of the Rehabilitation Act of 1973." OSEP considers that the IHP should be attached to the student's individualized educational program (IEP) or 504 plan based upon the student's needs. (See the PED School Health Manual, SECTION V: Individualized Healthcare Plans for instructions.)

All schools within the District are committed to offering school meals through the National School Lunch Program (NSLP) and School Breakfast Program (SBP) programs, and other applicable federal child nutrition programs, that:

- Are accessible to all students.
- Are served to students even if they have an unpaid meal balance.
- Make every effort to ensure, to the maximum extent practicable, that the method of payment does not identify a student as eligible for Free or Reduced-price meals.

Make every effort to ensure, to the maximum extent:

- Are appealing and attractive to children.
- Are served in clean and pleasant settings under appropriate supervision. Enforce rules for safe behavior consistently.

- Meet or exceed current nutrition requirements established by local, state, and federal statutes and regulations. (The District offers reimbursable school meals that meet USDA nutritional standards.)

- All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA professional standards for child nutrition professionals. The school nutrition department will provide training for all cafeteria staff on USDA meal plans/reimbursable meals as well as cooking techniques, recipe implementation, sanitation, and food safety.

- Review menus by a dietician when possible. When this is not feasible, sample USDA menus or USDA software for menu review may be used.

- Make available hand washing/hand sanitizing facilities for students before meals and snacks, and staff will remind students to make use of them.

- Provide at least ten (10) minutes to eat breakfast and twenty (20) minutes to eat lunch, counting from the time they have received their meal and are seated (meets Healthy Schools Program Gold-level criteria).

- Staff serves as role models to students by demonstrating proper conduct.

- Welcome parents to dine with students in the cafeteria.

- Use creative, innovative methods to keep noise levels appropriate.

- Avoid scheduling tutoring, pep rallies, assemblies, during meal times.

- "Close high school campuses" meaning that students are not permitted to leave the school grounds during the school day.

- Provide information on the nutritional content and ingredients of meals upon request.

- Promote participation in school meal programs. Notify parents the availability of the breakfast, lunch and summer food programs and eligibility for free or reduced meals.

- Encourage nontraditional breakfast service to increase participation, such as breakfast served in the

classroom, breakfast after the bell.

- Prohibit withholding food as a punishment.
- Provide students and staff access to free, safe, fresh drinking water at all times throughout the school day.
- Facilitate access to water in the cafeteria. Students may bring approved water bottles filled with only water into the classroom, if permitted by the building principal.
- Encourage staff to model drinking water consumption.

In order to be compliant with the USDA final rule, all schools within the District will participate in the NSLP and SBP and will provide meals that meet the nutrition standards for school meals by including:

- Fruits and vegetables, including a variety of fruits and vegetables that meet the required vegetable subgroups (dark green, red and orange, dry beans and peas and legumes)
- Grains (whole grain-rich)
- Meats and Meat Alternates
- Fat-free and low-fat Milk

Competitive Foods and Beverages

The District is committed to ensuring that all foods and beverages available to students on the school campus during the school day support healthy eating. The foods and beverages sold and served outside of the school meal programs (e.g., "competitive" foods and beverages) will meet the USDA Smart Snacks in School Nutrition Standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits. A summary of the standards and information, as well as a Guide to Smart Snacks in Schools are available at: <http://www.fns.usda.gov/healthierschoolday/tools-schools-smart-snacks>.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the

reimbursable school meal programs that are sold to students on the school campus during the school day, from midnight before, to thirty (30) minutes after the end of the official school day will meet or exceed the USDA Smart Snacks Nutrition standards. Competitive Foods and Beverages, outside of the Student Nutrition Department, may not be sold during the Student Nutrition Programs meal service times. This includes in-school fund-raising food items.

À la carte items sold in the Cafeteria must meet Smart Snack standards. Whole fruits, vegetables are preferable to processed food items.

Fund-raising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fund-raisers on the school campus during the school day, from midnight before, to thirty (30) minutes after the end of the official school day. They are *NOT* allowed to be sold during the Student Nutrition Programs meal service times.

The District will make available to parents and teachers a list of healthy fund-raising ideas. The District encourages the use of non-food fund-raisers, and encourages those promoting physical activity, such as walk-a-thons, jump rope for heart, fun runs, etc. Avoid fund-raising activities that promote branded products (for example: Domino's Dough Raising Program, branded candy sales, etc.).

Celebrations:

- Promote non-food celebrations and make available a list of ideas to parents and teachers, such as those from the Alliance for a Healthier Generation and from the USDA.

- Encourage parents to bring foods that meet the District's nutrition standards to school celebrations.

- All foods and snacks provided to students as a shared snack or for celebrations must be store bought and display an ingredient label.

- Inform parents in advance of when a celebration with food is taking place and what is to be served.

Marketing and Promotion

The District is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The District strives to teach students how to make informed choices about nutrition, health, and physical activity.

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet the USDA Smart Snack in School nutrition standards.

- Encourage school-based marketing consistent with nutrition education and health promotion.
- Promote healthy foods and beverages using posters, signage, and/or displays throughout the school setting.
- Discourage advertising that promotes less nutritious food and beverage choices on school campuses.

Quality Physical Activity and Education

The District will provide opportunities for every student to develop the knowledge and skills for specific physical activities; Maintain physical fitness; reduce sedentary time; learn about cooperation, fair play, and responsible participation that meets the needs of all students; and gain an appreciation for lifelong physical activity through a healthy lifestyle.

Physical activity is a component of, but is not a substitute for, quality physical education (PE). Physical education is one (1) source, but should not be the only source of physical activity before, during and/or after school.

- Provide opportunities for students for physical activity beyond PE class on a daily basis.
- Provide lunch recess.
- Provide health and physical education that will reinforce the knowledge and skills needed to maintain a physically active lifestyle.
- Provide physical education at all elementary schools that will promote student physical fitness through individualized fitness and activity assessments (Presidential Youth Fitness Program or other tools) for reporting the progress of each student.
- Offer opportunities for interscholastic sports programs to all students at the middle and high school.

- Discourage the use of physical activity as punishment, the withholding of participation in physical education classes as punishment or the use of physical education class time to complete assignments from other classes.
- Promote and encourage walking and biking as transportation modes to and from school (i.e., Walk and Roll and Walk and Bike to school, Walking Wednesdays).
- Encourage short (three to five [3-5] minute) "energy release" physical activity breaks (i.e., Jammin' Minute, Brain Breaks, Take 10).
- Encourage community access to, and student and community use of the school's physical activity facilities outside the normal school day.

Health Education Content Standards and Benchmarks

Provide Health Education instruction using PED approved content standards with benchmarks and performance standards (6.29.1 NMAC Standards for Excellence).

Health Education offered in high school for one-half (.5) credit as a graduation requirement.

Schools apply PED's "opt out" policy, regarding the sexuality component of health education curriculum - see Exhibit JL-EB.

Human immunodeficiency virus (HIV) instruction provided per NMAC 6.12.2.10.

Lifesaving skills including psych motor cardiopulmonary resuscitation (CPR) Automated External Defibrillator (AED) and Heimlich Maneuver are included in Health Education Courses.

Physical Education Requirements

Physical education is an instructional program taught by a certified physical educator and focuses on developing skills, knowledge, and attitudes necessary to personally decide to participate in a lifetime of healthful physical activity. Physical education in grades kindergarten through grade twelve (K-12) will provide sequential and developmentally appropriate curriculum aligned to content standards and benchmarks with performance standards as stated in NMAC 6.29.1 Primary and Secondary education standards.

- Promote academic achievement by physical education teachers helping teachers incorporate physical education concepts in classroom activities.
- Provide physical education instruction by teachers with a license endorsement for physical education (22-13-1.7).
- Limit physical education class sizes, so they are consistent with those of other subject areas and/or self-contained classes. Classes of similar grade levels will be scheduled back-to-back whenever possible to maximize teaching efficiency.
- Provide professional development opportunities on a yearly basis for physical education teachers.
- One (1) unit of physical education or allowable alternative, is required for graduation.

Instruction in a Least Restrictive Environment (LRE) adapts or modifies the physical education curriculum and/or instruction to address the individualized abilities of each child. Adaptations are made to ensure that each student will experience success in a safe environment. Specifics will be outlined in the student's IEP.

Social and Emotional Well-Being

Roswell Independent School District (RISD) provides support services to all students. School counseling is available to students via a self-referral or adult/staff referral system. In addition, school counselors and social workers are trained annually in suicide and threat assessments. RISD has procedures and protocols in place to assess the level of threat to others and/or self-harm; school counselors and/or social workers are involved in the assessment as well as school administration. As part of the process, parents are contacted and involved in the assessment process. SRO and law enforcement are involved as necessary. Based upon level of severity, outside counseling referrals are made to community agencies, including School Based Health Centers. School counselors and social workers serve on building- and District-level systems of support teams and participate in Safe Schools Plans and implementation.

- Licensed school counselors, grades kindergarten through grade twelve (K-12), provide classroom social emotional instruction, small group counseling, and individual counseling services to students in need of support. Licensed school social workers provide evaluations and direct services to those students who present with intensive behavioral, social, and emotional needs that directly impact them within the academic setting. These services are reflected within the student's IEP.
- A list of local mental health agencies will be made available upon request.

- School counselors make referrals to Student Assistance Teams and serve on Student Assistance Teams, as needed.

- RISD has school guidance lessons/curriculum in place for grades kindergarten through grade eight (K-8); the curriculum addresses bullying, harassment, positive social skills, healthy choices, and conflict resolution.

- All RISD school personnel are required by law to report child abuse and neglect. All employees undergo training and certification each year regarding such reporting practices.

- New Mexico law 32A-4-3 requires that school employees who know or suspect that a child is an abused or neglected child shall immediately report the matter to:
 - A local law enforcement agency;

 - The department office of (Children, Youth and Families) in the county where the child resides.

- All RISD Personnel are required by law to report substance abuse.

- ***All Homeless Students have rights to:***
 - *Immediate school enrollment.* A school must immediately enroll students even though they lack health, immunizations for school records, proof of guardianship, or proof of residency.

 - *Remain Enrolled in his/her selected school.* For as long as he/she remains homeless or, if the student becomes permanently housed, until the end of the academic year.

 - *Transportation services.* A homeless student attending his/her school of origin has a right to transportation to go to and from the school of origin as long as he/she is homeless or, if the student becomes permanently housed, until the end of the academic year.

 - The School District shall provide an educational environment that treats all students with dignity and respect. Every homeless student shall have equal access to the same free and appropriate educational opportunities as students who are not homeless. Roswell Independent School District has a Homeless Education Program Liaison who will assist Homeless students/families in making

enrollment and placement decisions, obtaining needed resources, and completing all appropriate forms.

- All Schools should provide Positive Behavioral Support Systems for all students.
- Student discipline in Roswell ISD should serve to educate youth regarding citizenship and a system of rules and consequences can be one (1) component and any discipline should be proportionate to the rule violation.

Other Wellness Policy Components

RISD complies with NMAC 6.12.2.8 which requires by law any student that enrolls must be properly immunized or in the process of being properly immunized and can provide satisfactory evidence of such immunization, unless the child is properly exempted (7.5.3NMAC). *Note:* District ensures that students who are identified as homeless are not prevented from entering schools, based on inability to produce records normally required for enrollment, as per the McKinney-Vento Homeless Act.

Schools are required to ensure that vision screening tests are administered to students enrolled in the school in prekindergarten, kindergarten, first grade, third grade, transfer and new students in those grades, unless a parent affirmatively prohibits the vision screening. The Save our Children's Sight Fund, created in 2007, through 7.30.10 NMAC further allows Department of Health (DOH) to promulgate rules for the award of money for certain eligible students and to establish vision screening test standards.

Individual Health Care plans are developed by trained school nurses in conjunction with student, family, and health care providers as part of the IEP or 504 process for students with healthcare needs that affect school performance, attendance, access, and/or safety. An IEP is based upon each individual child's health care. The IHP is reviewed, at minimum annually, and revised as needed. The IHP is a document that is attached to the student's IEP or 504 plan.

Self-Medicare: Students in kindergarten through grade twelve (K-12) may receive authorization to carry and self-administer health care prescribed asthma treatment medications and anaphylaxis emergency treatment medication as well as the right to self-manage their diabetes in the school environment as long as certain conditions are met. Such rules are established in 6.12.2.9 NMAC Students Rights to Self-Administer Certain Medications and 6.12.8 NMAC Diabetes Self-Management by Students in the school setting. More information on medications in the school may be found in Section VI of the New Mexico School Health Manual.

All students with HIV/AIDS have appropriate access to public education and that their rights to privacy are protected as set in 6.12.2.10 NMAC Human Immunodeficiency Virus (HIV).

A school safety plan at each school building focused on supporting health and safe environments and including

but not necessarily limited to prevention, policies, procedures, and emergency response.

Staff Wellness

The RISD will encourage a staff wellness committee at each school site that focuses on staff wellness issues. The committee will support opportunities for staff to actively engage in, promote, and model healthy behaviors.

- Provide staff and faculty the opportunity to participate in health promoting activities focused on skill development and lifestyle behavior change including exercise, stress management and nutrition (teacher -in-services, Walking Wednesday's, Open Houses, health fairs, fun runs/walks, 5210 Challenge, Family Night activities).
- Provide staff and faculty with accurate, evidence-based information or activities related to exercise and fitness, nutrition, wellness newsletters, yoga, Pilates, weight lifting, cardio improvement classes, etc.
- Encourage ongoing assessment/evaluation to improve staff wellness program's effectiveness and efficiency.
- Encourage school nutrition standards apply to all foods available to staff members.
- All school employees infected with HIV have a right to privacy of this confidential information.
- American Disabilities Act: Staff Wellness for all school staff, ensuring an equitable environment in compliance with the American with disabilities Act, Title II.

Adopted: January 12, 2021

LEGAL REF.: [6.12.5.8 NMAC, New Mexico Requirements for Competitive Foods Sold to Students](#)
[6.12.6.8 NMAC, Wellness Requirements](#)
[6.29.6.8 NMAC, Health Education](#)
[6.29.9.8 NMAC, Physical Education](#)
[42 U. S. C. 1751 et seq.](#), The National School Lunch Act
[42 U.S.C. 1771 et seq.](#), The Child Nutrition Act as amended.

CROSS REF.: [ABA](#) - Community Involvement in Education
[ABAA](#) - Parental Involvement
[BBA](#) - Board Powers and Responsibilities
[EF](#) - Food Services
[EFE](#) - Competitive Food Sales/Vending Machines
[IHA](#) - Basic Instructional Programs

IF MAILING YOUR PROPOSAL

Mail to the following address:

Roswell Independent School District
PO Box 1437
Business Office/Suite 201
ATTN: Chris Thweatt
Roswell, NM 88201-1437

IF SENDING YOUR PROPOSAL UPS/FEDERAL EXPRESS, ETC.

Send to the following address:

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