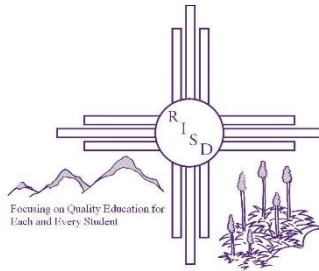


# Roswell Independent School District



## Request for Proposals

**RFP # 22-14**

**Professional Development and Specialized Training**

**NIGP Commodity Code: 92416**

### **RFP Schedule**

	<u>Action</u>	<u>Responsibility</u>	<u>Date &amp; Time</u>
1.	RFP Issued	Roswell Independent Schools	June 14, 2022
2.	Deadline for Acknowledgement of Receipt Form	Potential Offerors	June 17, 2022
3.	Deadline to Submit Questions	Potential Offerors	June 22, 2022
4.	Response to Questions	Roswell Independent Schools	June 24, 2022
5.	<b>RFP Due Date and Time</b>	<b>Offerors</b>	<b>July 8, 2022 @ 2:00 P.M. Local Time</b>
<b><i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from the Roswell Schools Procurement Office.</i></b>			
6.	Proposal Evaluation	Evaluation Committee	July 12-14, 2022
7.	Interview (if necessary)	Evaluation Committee/Offeror	July 20, 2022
8.	Contract Award	Roswell Independent Schools	TBD

### **RFP Chief Procurement Officer Information**

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

## Mandatory Documents

Appendix B	Letter of Transmittal Form
Appendix C	New Mexico Employees Health Coverage Form
Appendix D	Campaign Contribution Disclosure Form
Appendix E	Conflict of Interest, Non-Collusion, and Debarment/Suspension Form
Appendix F	Statement of Confidentiality Form
Appendix G	Signature Page
After App G	W-9

### RFP Submittal Location

Physical Address
Roswell Independent Schools ATTN: Procurement Department 300 N. Kentucky Roswell NM, 88201

Ensure that the following RFP information is clearly labeled on the **sealed package** containing the RFP submission. **Please note: if the sealed proposal is placed inside a carrier envelope or package for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed proposal:**

- Offeror's **Business Name** (not an individual's name)
- RFP Number & Title
- RFP Due Date & Time

### RFP TERM

**This proposal may be renewed for up to seven (7) additional school years,**

## TABLE OF CONTENTS

I.	INTRODUCTION	
	1.0 Overview	5
	1.1 Purpose of this Request for Proposal	5
	1.2 Scope of Procurement	5
	1.3 Chief Procurement Officer	5
	1.4 Definitions of Terminology	5
II.	CONDITIONS GOVERNING THE PROCUREMENT	
	2.0 Overview	7
	2.1 Sequence of Events	7
	2.2 Explanation of Events	8
	2.2.1 Issue of RFP	8
	2.2.2 Return of Acknowledgments of Receipt Form for Distribution List	8
	2.2.3 Deadline to Submit Written Questions	8
	2.2.4 Response to Written Questions/RFP Amendments	8
	2.2.5 Submission of Proposal	8
	2.2.6 Proposal Evaluation	9
	2.2.7 Selection of Finalists	9
	2.2.8 Contract Award	9
	2.2.9 Protest Deadline	9
	2.3 General Requirements	10
	2.3.1 Acceptance of Conditions Governing the Procurement	10
	2.3.2 Incurring Costs	10
	2.3.3 Contractor Responsibility	10
	2.3.4 Subcontractors	10
	2.3.5 Amended Proposals	10
	2.3.6 Offeror's Rights to Withdraw Proposal	10
	2.3.7 Disclosure of Proposal Contents	11
	2.3.8 No Obligation	11
	2.3.9 RFP Cancellation	11
	2.3.10 Sufficient Appropriation	11
	2.3.11 Legal Review	11
	2.3.12 Governing Law	11
	2.3.13 Basis for Proposal	12
	2.3.14 Contract Terms and Conditions	12
	2.3.15 Offeror's Terms and Conditions	12
	2.3.16 Contract Deviations	12
	2.3.17 Offeror Qualifications	12
	2.3.18 Right to Waive Minor Irregularities	12
	2.3.19 Change in Contractor Representatives	13
	2.3.20 Notice of Penalties	13
	2.3.21 Agency Rights	13
	2.3.22 Right to Publish	13

2.3.23	Ownership of Proposals	13
2.3.24	Confidentiality	13
2.3.25	New Mexico Employees Health Coverage	13
2.3.26	Use of Federal Funds	14
III.	<b>RESPONSE FORMAT AND ORGANIZATION</b>	
3.0	Overview	14
3.1	Number of Responses	14
3.2	Number of Copies	14
3.3	Proposal Format	14
3.4	Proposal Organization and Indexing	15
IV.	<b>SPECIFICATIONS</b>	
4.0	Overview	16
4.1	Scope of Work	16
4.2	Specifications	16
4.3	New Mexico Employee Health Coverage Form	20
4.4	Campaign Contribution Disclosure Form	20
4.5	Letter of Transmittal	20
4.6	Conflict of Interest, Non-Collusion, and Debarment/Suspension Form	21
4.7	Statement of Confidentiality Form	21
4.8	References	21
4.9	New Mexico Preferences	21
V.	<b>EVALUATION</b>	
5.0	Overview	22
5.1	Proposal Evaluation Criteria	22
5.2	Evaluation Process	24
5.3	Proposal Evaluation	24
5.4	Point Calculations	24
5.5	Notice of Award	24

# I. INTRODUCTION

## 1.0 Overview

The Roswell Independent Schools seeks proposals in accordance with the specifications contained in this Request for Proposal (RFP).

### 1.1 Purpose of this Request for Proposal

Roswell Independent Schools is requesting proposals for Professional Development and Specialized Training.

### 1.2 Scope of Procurement

The scope of this procurement is to secure a multi-award contract for Professional Development and Specialized Training for the Roswell Independent School (RISD) District. The Professional Development and Specialized Training must support and advance RISD academic performance and State of New Mexico Common Core Standards. RISD maintains twenty-one (21) school facilities/offices on separate sites. There is one (1) Early Literacy Center, twelve (12) Elementary Schools, four (4) middle schools, two (2) High Schools, one (1) Alternative High School, one (1) Early College High School. There are approximately 9,500 students and approximately 1,400 staff members and teachers. RISD's intent is that this RFP should result in a one year contract that may be renewed for up to seven (7) additional school years. RFP renewals for each school year must be mutually agreed upon by both parties prior to July 1 of each subsequent year. RISD will utilize Federal Funds for these services. *Per Section 13-1-21 New Mexico Procurement Code Statutes, residential and veteran's preferences do not apply when the expenditure includes Federal Funds for a specific purchase.*

### 1.3 Chief Procurement Officer

1. RISD has assigned a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone/fax number, and e-mail address are listed below:

Name: Chris Thweatt  
Address: 300 N. Kentucky  
Roswell, NM 88201  
  
Telephone: (575) 627-2528  
Email: [cthweatt@risd.k12.nm.us](mailto:cthweatt@risd.k12.nm.us)

2. Any inquiries or requests regarding this procurement shall be submitted, in writing, to the Chief Procurement Officer. **Offerors must contact ONLY the Chief Procurement Officer regarding the procurement. Other RISD Employees do not have the authority to respond on behalf of RISD.**

### 1.4 Definitions of Terminology

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

**“Agency” or “RISD”** means Roswell Independent School District

**“Award” or “Award of Contract”** shall mean a formal written notice by RISD that RISD has selected a firm to enter into a contract for service.

**“Roswell Independent Schools Employee”** means any employee of the Roswell Independent Schools, performing work for any school or department regardless of the location of the employer’s office or offices.

**“Chief Procurement Officer”** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**“Close of Business”** means 5:00 PM Monday – Friday Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction derived from RFP.

**“Contractor”** means a successful Offeror who enters into a binding contract.

**“Deliverable”** means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

**“Desirable”** The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

**“Determination”** means the written documentation of a decision of a Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

**“Employer”** means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. Such definition does not include governmental entities.

**“Evaluation Committee”** means a body appointed by the Roswell Independent Schools to perform the evaluation of Offeror proposals.

**“Evaluation Committee Report”** means a report prepared by the Chief Procurement Officer and the Evaluation Committee. It contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

**“Mandatory”** The terms “must”, “shall”, “will”, “is required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

**“Offer or Proposal”** Information and materials submitted by an Offeror in response to this RFP as described below, whether or not a responsive offer.

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

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

**“Requirements”** are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

**“Responsive Offeror Responsive Proposal”** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity, or delivery requirements.

**“Responsible Offeror”** means an Offeror who submits a responsive proposal 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 personal property described in the proposal.

**“Solicited and Awarded”** means an ITB or RFP was made available to the general public, through any means.

**“Solicitations”** means ITBs and RFPs.

## II. CONDITIONS GOVERNING THE PROCUREMENT

### 2.0 Overview

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

### 2.1 Sequence of Events

The Chief Procurement Officer will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date &amp; Time</u>
1.	RFP Issued	Roswell Independent Schools	June 14, 2022
2.	Deadline for Acknowledgement of Receipt Form	Potential Offerors	June 16, 2022
3.	Deadline to Submit Questions	Potential Offerors	June 22, 2022
4.	Response to Questions	Roswell Independent Schools	June 24, 2022
5.	<b>RFP Due Date and Time</b>	<b>Offerors</b>	<b>July 8, 2022 @ 2:00 P.M. Local Time</b>
<b><i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from the Roswell Schools Procurement Office.</i></b>			
6.	Proposal Evaluation	Evaluation Committee	July 12-14, 2022
7.	Interview (if necessary)	Evaluation Committee/Offeror	July 20, 2022
8.	Contract Award	Roswell Independent Schools	TBD

## 2.2 Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph 2.1

### 2.2.1 Issue of RFP

This RFP is being issued by the Procurement Department of the Roswell Independent Schools.

### 2.2.2 Return of Acknowledgements of Receipt Form for Distribution List

Potential Offerors may return the “Acknowledgement of Receipt Form” that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list for this RFP. This form must be signed by an authorized representative of the organization and delivered to the Chief Procurement Officer no later than the date specified in the Sequence of Events. The procurement distribution list will be used for the distribution of important information regarding this procurement. Failure to return this form will result in the potential Offeror’s organization name not appearing on the distribution list.

### 2.2.3 Deadline to Submit Written Questions

Potential Offerors **may** submit written questions as to the intent or clarity of this RFP until close of business on the date specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Chief Procurement Officer.

### 2.2.4 Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed to all potential Offerors whose organization name appears on the procurement distribution list. A valid e-mail address **must** be provided for this and other purposes. An acknowledgement of Receipt Form will accompany the distribution package.

The form **must** be signed by the Offeror’s representative, dated, and returned by the date indicated thereon.

Written responses to written questions and any RFP amendments will be emailed to Offerors on the distribution list. Written responses to written questions and any RFP amendments will be posted on the RISD website:

[https://www.risd.k12.nm.us/finance\\_and\\_operations/business\\_services/purchasing\\_bids\\_rfp](https://www.risd.k12.nm.us/finance_and_operations/business_services/purchasing_bids_rfp)

It is the responsibility of every Offeror to ensure they have downloaded the latest version of each solicitation, including any amendments which may have been issued, by revisiting this website prior to the due date before submitting their response to RISD. Any amendments must be acknowledged in the RFP response. **Failure to sign and return any amendments may be considered as non-responsive and RFP response may be rejected.**

### 2.2.5 Submission of Proposal

Proposal shall be delivered at the date and time stated in the Sequence of Events, to the location stated herein.

Your proposal must be hand-delivered, delivered by a common carrier such as UPS or FedEx, or the USPS.

**Faxed or e-mailed proposals will not be accepted. Late proposals will not be accepted under any circumstances.** It is the Offeror’s responsibility to ensure that the proposal is delivered to the correct location at



the appointed time. Your Proposal shall be sealed in an envelope or box and shall be clearly identifiable on the outside of the envelope or box as to its contents.

Mark the outside of the envelope or box as follows:

“RFP # 22-14 Professional Development and Specialized Training  
DUE ON July 8, 2022 AT 2:00 PM Local Time”

Deliver Proposal to:

ATTN: Chris Thweatt  
c/o: Roswell Independent School District  
Address: 300 N. Kentucky  
City/State/Zip: Roswell, NM 88201

### **2.2.6 Proposal Evaluation**

The evaluation of proposals will be performed by the Evaluation Committee (EC). During this time, the Chief Procurement Officer may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

### **2.2.7 Interviews (if necessary)**

The Evaluation Committee will determine if interviews are necessary and the Chief Procurement Officer will then notify the potential Offeror(s).

### **2.2.8 Contract Award**

After review of the Evaluation Committee Report, RISD will award the contract on the date listed in the Sequence of Events. This date is subject to change at the discretion of the RISD Chief Procurement Officer.

This contract shall be awarded to the Offeror whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

### **2.2.9 Protest Deadline**

**Protests of the solicitation or award must be delivered by mail to the Chief Procurement Officer.** Pursuant to Section NMSA 1978, 13-1-172, protests must be delivered directly to the Central Purchasing Agent in writing in accordance with statute. Emailed protests **will not** be considered. The protest shall be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. The protest shall include the name and address of the Protestant and the request for proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chief Procurement Officer.

The protest must be delivered to the following address:

Procurement Department  
ATTN: Chris Thweatt  
Roswell Independent School District  
300 N. Kentucky  
Roswell, NM 88201

Protests received after the fifteen (15) day protest period will not be accepted.

## **2.3 General Requirements**

This procurement will be conducted in accordance with the State Procurement Code, Chapter 13-1-28 thru 13-1-199 NMSA 1978 and applicable procurement regulations.

### **2.3.1 Acceptance of Conditions Governing the Procurement**

Offerors **must** indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

### **2.3.2 Incurring Cost**

Any cost incurred by the Offeror in preparations, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

### **2.3.3 Contractor Responsibility**

The contractor shall solely be responsible for performance under this contract.

### **2.3.4 Subcontractors**

The use of subcontractors is allowed. If utilized, the prime contractor shall be solely responsible for the entire performance of the contract.

### **2.3.5 Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. RISD personnel will not merge or assemble proposal materials.

### **2.3.6 Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Chief Procurement Officer.

### **2.3.7 Disclosure of Proposal Contents**

The proposals will be kept confidential until Contracts are awarded by the RISD Procurement Department. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

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

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the RISD Chief Procurement Officer shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

### **2.3.8 No Obligation**

The procurement in no manner obligates the RISD or any of its departments or schools to the use of Offeror services until a valid written contract is approved.

### **2.3.9 RFP Cancellation**

This RFP may be canceled at any time and any/all proposals may be rejected in whole or in part when the Procurement Department determines such action to be in the best interest of the Roswell Independent School District.

### **2.3.10 Sufficient Appropriation**

The terms of any contract entered into are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of such agreements. If sufficient appropriations and authorization are not made by the Legislature, such agreements shall terminate upon a written notice being given by the Procurement Department to the Contractor. The Procurement Department’s decision as to whether appropriations are available shall be accepted by the Contractor and shall be final.

### **2.3.11 Legal Review**

The Agency requires that all Offerors agree to be bound by the general requirements as stated in this RFP. Any Offeror concerns must be promptly brought to the attention of the Chief Procurement Officer.

### **2.3.12 Governing Law**

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

### **2.3.13 Basis for Proposal**

Only information supplied by the Agency in writing through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

### **2.3.14 Contract Terms and Conditions**

The contract between the Agency and a contractor will follow the format specified and contain the terms and conditions set forth in the “Scope of Work”. However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to or modifications of those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Agency’s terms and conditions, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror’s proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed changes followed by the specific proposed alternate wording.

### **2.3.15 Offeror’s Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Agency.

### **2.3.16 Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror’s proposal.

### **2.3.17 Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in 13-1-83 and 13-1-85 NMSA 1978.

### **2.3.18 Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Offerors failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

### **2.3.19 Change in Contractor Representatives**

The agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

### **2.3.20 Notice of Penalties**

The Procurement Code, 13-1-28 through 13-1-199 NMSA, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

### **2.3.21 Agency Rights**

The Agency reserves the right to accept all or a portion of an Offeror's proposal.

### **2.3.22 Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or work which may derive from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

### **2.3.23 Ownership of Proposals**

All documents submitted in response to the RFP shall become the property of the Agency.

### **2.3.24 Confidentiality**

Any confidential information provided to, or developed by, the Contractor in the performance of the services under this contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Contractor(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software of related materials.

### **2.3.25 New Mexico Employees Health Coverage**

1. If Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and RISD exceed \$250,000 dollars.

2. Offeror agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons.
3. Offeror agrees to advise all of its New Mexico Employees of the availability of State publically financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com/>

### **2.3.26 Use of Federal Funds**

If revenues are derived primarily from federal sources; federal law prohibits application of any residential and veteran's preferences when the expenditure of federal funds designated for specific purchases is involved.

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

### **3.0 Overview**

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

#### **3.1 Number of Responses**

Potential Offerors shall submit only one proposal in response to this RFP.

#### **3.2 Number of Copies**

Offerors shall deliver **one (1) original with six (6) hard copies and one (1) electronic copy (thumb/junk drive)** of their technical proposal and **one (1) original and one (1) electronic copy (thumb/junk drive)** of their cost proposal on or before the closing date and time for receipt of proposals. ORIGINAL and ELECTRONIC COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals.

Within each section of their proposal, Offerors shall address the items as they appear in this RFP.

All forms provided in the RFP must be thoroughly completed and included in the appropriate sections of the proposal. **RISD is not responsible for making copies of any RFP and it will be considered as non-responsive and rejected if copies are not submitted.**

#### **3.3 Proposal Format**

All proposals must be typewritten on standard 8 ½ x 11 paper and 11" x 17" foldout sheets in size. Foldout pages shall be counted as two pages and shall be numbered as such. Text will be no smaller than 10 point. If there are questions regarding format requirements, please contact the Chief Procurement Officer prior to submission.

Proposals shall not exceed 30 pages total. Each sheet face that is printed with text or graphics counts as one page.

Pages that do not count toward the 30 pages total are: Original Acknowledgement of Receipt Form (Appendix A), Letter of Transmittal Form (Appendix B), Table of Contents, New Mexico Employees Health Coverage Form (Appendix C), Campaign Contribution Disclosure Form (Appendix D), Conflict of Interest, Non-Collusion, and Debarment/Suspension Form (Appendix E), Statement of Confidentiality Form (Appendix F), Signature Page (Appendix G), Signed W-9 Form, Certificate of Liability Insurance, and Addendum(s) if applicable.

Tab dividers do not count toward the 30 pages total provided the only text or graphics on the divider are the tab number and section title.

Offerors are cautioned to please keep the required documents/attachments in each category to concise, easily readable, and applicable information.

The original and hard copy / electronic copy **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original shall govern.

Any proposal that does not adhere to the requirements of this **Section and Section III Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

### **3.4 Proposal Organization and Indexing**

The proposal must be organized, indexed and pages numbered 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.

1. Original Acknowledgement of Receipt Form (Appendix A)
2. Letter of Transmittal Form (Appendix B)
3. Table of Contents
4. Response to Specifications, **(except for cost information which shall be included in Cost Proposal/Binder 2 only)**
  - b. Detailed description of proposed items to be provided, how the items will be provided, and what commitments will be required of the district for the vendor to provide the proposed items.
  - c. Detailed cost analysis of the proposed items to be provided **(Shall be included in Cost Proposal/Binder 2 only)**
5. New Mexico Employees Health Coverage Form (Appendix C)
6. Campaign Contribution Disclosure Form (Appendix D)
7. Conflict of Interest, Non Collusion, and Debarment/Suspension Form (Appendix E)
8. Statement of Confidentiality Form (Appendix F)
9. Signature Page (Appendix G)
10. W-9
11. Addendum(s) if applicable

#### **Cost Proposal (Binder 2):**

1. Completed Cost Response

All discussion of proposed costs, rates, or expenses must occur only in Binder # 2 of the cost response.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal.

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror’s Bid}} \times \text{Available Award Points}$$

## IV. SPECIFICATIONS

### 4.0 Overview

This section contains the mandatory and desirable specifications as well as related information. Offerors must respond to the mandatory specifications of this RFP providing the required responses, documentation, or assurances. Failure to respond to a desirable requirement will result in zero (0) points being awarded for that specification.

### 4.1 Scope of Work

The scope of work shall encompass the requirements outlined in this RFP.

### 4.2 Specifications

The District seeks to procure a multi-award contract for Professional Development and Specialized Training for the Roswell Independent School District (RISD). The Professional Development and Specialized Training must support and advance RISD academic performance and State of New Mexico Common Core Standards. RISD maintains twenty-one (21) school facilities/offices on separate sites. There is one (1) Early Literacy Center, twelve (12) Elementary Schools, four (4) middle schools, two (2) High Schools, one (1) Alternative High School, one (1) Early College High School. There are approximately 9,500 students and approximately 1,400 staff members and teachers. RISD’s intent is that this RFP should result in a one year contract that may be renewed for up to seven (7) additional school years. RFP renewals for each school year must be mutually agreed upon by both parties prior to July 1 of each subsequent year. RISD will utilize Federal Funds for these services. *Per Section 13-1-21 New Mexico Procurement Code Statutes, residential and veteran’s preferences do not apply when the expenditure includes Federal Funds for a specific purchase.*

Offerors shall deliver **one (1) original, six (6) hardcopies, and one (1) electronic copy (thumb/junk drive)** of their technical proposal and **one (1) original and one (1) electronic copy (thumb/junk drive)** of their cost proposal on or before the closing date and time for receipt of proposals. Within each section of their proposal, Offerors should address the items as they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate sections of the proposal. **RISD is not responsible for making copies of any RFP and it will be considered as non-responsive and rejected if copies are not submitted.**



## **Professional Development/ Specialized Training**

- Adult leadership and development for implementation of a career academy model at the high school system and a career development framework K-12
- Assessment Data reviews, analysis and goal setting aimed for higher levels of academic performance K-12, this would include training for adults in data interpretation and action
- Research based positive behavioral support strategies
- Bilingual and Multicultural Education strategies to support EL learners and instruction
- Teacher Development: core academics in the art and science of teaching concept
- Professional learning for CTE and elective content areas anchored in applicable work based standards, project based learning and program modernization
- Intervention strategies to address just in time intervention and implementation of New Mexico's MLSS framework
- Counseling development and support in the implementation of the career academy model
- Technical support and mentoring for scheduling in an academy model and framework
- Cultural Diversity as related to supporting students' needs and achievement
- Cultural Proficiency as related to supporting students' needs and achievement
- Digital integration, blended learning and online schooling
- Staff development for 100% online instruction and support services
- Dual credit college/career readiness to support a college and career readiness framework
- Leadership development for high functioning teams
- Review and train in equity of practices, policies, programs and processes to achieve the districts mission and vision of equity

- English Language Development
- Special education to develop leaders and educators to include programs and outcomes for students with disabilities
- Career academy style instructional training through the lens of special populations
- Professional learning to inform practices around trauma
- Instructional practice on district adopted curriculum
- Provide counselors and educators support, skills, strategies and management to address mental health issues
- Campus wide support for continuous improvement framework aimed to achieved higher levels of student achievement
- Middle School redesign to support a career development system
- Administrative mentoring
- Performing and Visual Arts professional learning to support NM Fine Arts Education Framework
- Pre AP, AP, AVID or strategies for advanced learners
- Social Emotional Learning
- STEM/STEAM content integration and framework to support the career development system and academy model K-12
- Literacy professional learning to include: structured literacy, writing, reading and coaching
- Standards based report cards development, support and implementation
- Professional Learning for teachers teaching 100% online courses using the district curriculum

These Professional Development Services may include consultation, advisement and facilitation or presentation of professional development sessions. The focus must be on relevant teaching and learning, culturally relevant pedagogy, content and conceptual development. The services may include: in and out of classroom coaching, observation and debriefing, coherent integration of resources, materials, technology, vertical and horizontal

alignment of curriculum and in-depth of training to the level of rigor. The professional development services is intended for District administrators, teachers and other relevant staff.

**Face to Face Training:**

On-site: The proposed fee shall include the cost for the professional development/specialized training. If vendor is traveling from out of state, travel costs will be reimbursed on actual costs (flight, hotel, transportation, meals based on State of New Mexico per diem rates).

RISD will not pay for class development costs, travel to airport, flight time, travel from airport as separate added costs.

The proposed fee of the Face to Face Training should include the fee to cover the adequate number of instructors to provide the training. RISD will not pay the proposed fee for each individual instructor but will only pay the negotiated fee for the face to face training with the adequate number of instructors.

Local Offerors shall propose a fee that does not include travel costs (air fare, hotel, transportation, meals, etc.)

**Consulting and Coaching:**

The proposed fee shall include on-site services and/or tele-communication or online services.

**RISD Staff –in house training:**

RISD staff performs in house training but may have to purchase materials and pay participant fees; please provide those fees.

**Offeror (s) shall provide the following:**

- Detailed description of professional development/specialized training.
- Detailed information on how the professional development/specialized training supports and advances RISD academic performance.
- Detailed information on how the professional development/specialized training supports and advances State of New Mexico Common Core Standards, Common Career Technical Course Standards, and NM STEM Ready! Science Standards.
- Detailed information of evidence-based professional development/training and data driven to guide improvement and to measure impact.
- Provide resulting measurable data that indicates improvement over a period of at least two years.
- Sample professional development/specialized training agenda(s).
- Instruction time for each training
- Detailed information on materials that will be required for training
- Assigned personnel to RISD that will be providing professional development/specialized training. Include resume and VITA.

- Information of past experience providing professional development/specialized training to Pre-K-12 public schools.
- List of three (3) of your current school district clients – name and email addresses
- Information if Offeror has an established cooperative contract or contract with another government entity. Provide name, contract number, contact name, contact email and phone number
- Provide proposed fee schedule

**Awarded Offerors Required information:** Awarded Offerors will be required to include the following information in their proposals/quotes when an RISD school/department requests services:

- Description of training
- Date(s) of training
- Location of training
- Specific individuals who will be providing the training
- Agenda (to be provided prior to training and with invoice)
- Sign-up sheets (to be provided with invoice)
- Deliverables
- A copy of all slide presentations and training materials to be used during the session.

**Please Note: An approved purchase order from RISD Procurement is required before any services are provided. Awarded Vendors shall not provide services until a purchase order is obtained from RISD Procurement. Unauthorized services may not be paid by RISD.**

#### **4.3 New Mexico Employee Health Coverage Form**

The Offeror must agree with the terms, complete, signed, and include the New Mexico Employees Health Coverage Form (Appendix C) with their proposal.

#### **4.4 Campaign Contribution Disclosure Form**

Offeror must complete, sign, and include the Campaign Contribution Disclosure Form (Appendix D) with their proposal.

#### **4.5 Letter of Transmittal**

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX B must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, e-mail address, and telephone/fax number of the person authorized to

- contractually obligate on behalf of the organization.
3. Identify the name, title, e-mail address, and telephone/fax number of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
  4. Identify the name, title, e-mail address, and telephone/fax number of the person to be contacted for clarification/questions regarding proposal content.
  5. Identify the following with a check mark and signature where required:
    - a. **Explicitly:** Indicate acceptance of the Conditions Governing the Procurement stated in Section II.
    - b. **Explicitly:** Indicate acceptance of Section V of this RFP; and
    - c. Acknowledge receipt of any and all amendments to this RFP.
  6. Be signed by the person identified in paragraph 2 above.

#### **4.6 Conflict of Interest, Non-Collusion, and Debarment/Suspension Form**

Offeror must complete, sign, and include the Conflict of Interest, Non-Collusion, and Debarment/Suspension Form (Appendix E) with their proposal.

#### **4.7 Statement of Confidentiality Form**

Offeror must complete, sign, and include the Statement of Confidentiality (Appendix F) with their proposal.

#### **4.8 References**

The proposals should include three (3) external references from clients who receive similar services for this area. RISD reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:

- a. Name of individual or company services were provided for;
- b. Address of individual or company;
- c. Name of contact person;
- d. Telephone number of contact person;
- e. E-mail address of contact person;
- f. Type of services provided, dates services were provided, and any data/report/validation of benefit/improvement from partnership.

#### **4.9 New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue.

- A. New Mexico Business Preference
- B. New Mexico Resident Veterans Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate Form, as provided in this RFP.

***An agency shall not award a business both a resident business preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.***

## **V. EVALUATION**

### **5.0 Overview**

The following paragraphs of this section describe the method of evaluating Offerors proposals. FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

### **5.1 Proposal Evaluation Criteria**

This proposal will be evaluated on a 100-point basis. The scoring will be as follows:

Qualifications	15 points
Experience	20 points
Assigned Personnel to RISD	15 points
Professional Development Services Offered	30 points
Pricing	20 points
Total Possible Points	100 points
Interview (if needed)	50 points
Total Possible Awarded Points	150 points

#### **1. Qualifications (15 points)**

Submit company profile; Submit detailed information describing your company's qualifications providing services as requested in the Scope of Work. Provide information about the company that demonstrates the ability and capacity of the company expressed in terms of its Human Resources (number, quality, skills and experience) physical and material resources, financial resources and information resources (pool of knowledge) Demonstrate your company's competence as it relates to the competencies required to perform the requested services.

#### **2. Experience (20 points)**

Submit a minimum of three (3) past and/or current K-12 Public Schools that your company has provided similar services as the requested Scope of Work. Include number of years providing service, description of the service, contact person name, telephone number and email address.

#### **3. Assigned Personnel to RISD (15 points)**

Submit information of your company's staff that will handle or manage all aspects of the awarded contract with RISD. Include roles, responsibilities, staff resumes and organizational chart.

#### 4. Professional Development Services Offered (30 points)

- Detailed description of professional development/specialized training.
- Detailed information on how the professional development/specialized training supports and advances RISD academic performance.
- Detailed information on how the professional development/specialized training supports and advances State of New Mexico Common Core Standards.
- Detailed information of evidence-based professional development/training and data driven to guide improvement and to measure impact.
- Provide resulting measurable data that indicates improvement over a period of at least two years.
- Sample professional development/specialized training agenda(s).
- Instruction time for each training
- Proposed maximum number of attendees
- Detailed information on materials that will be required for training
- Assigned personnel to RISD that will be providing professional development/specialized training. Include resume and VITA.

#### 5. Pricing (20 points)

The Pricing/Cost Proposal shall include, but is not limited to, amounts charged for professional development/training and coaching services. Submit detailed information stating your company's pricing to provide services as requested in the Scope of Work to include. (*See 3.4 Proposal Organization and Indexing*)

In order to conduct a fair "apples-to-apples" comparison between Offers, the following costs are requested:

- a. 2 days of in-person, onsite professional development for 25 participants.
- b. 2 hours of in-person, onsite, one-to-one coaching for 1 participant.

In addition, include a complete schedule of fees for all services and deliverables in direct relation to the Technical Approach and Scope of Work. This schedule should include more detailed cost information for the following, where applicable:

- a. **Costs for materials.**
- b. **In-person, onsite** professional development sessions (cost per day/session per District site)
  1. If applicable, identify max number of participants/session
  2. Indicate whether or not travel and reimbursement costs will be charged separately or are included in the fee.

- c. **Virtual, offsite** professional development sessions (cost per day/session per District site)
  - 1. If applicable, identify max number of participants/virtual session

**Any additional costs for In-scope services.**

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror’s Bid}} \times \text{Available Award Points}$$

**5.2 Evaluation Process**

Offeror will be evaluated in general compliance with the provisions provided below.

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements as stipulated in Section IV - Specifications. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the Offeror for clarification of the response as specified in Section II – Conditions Governing the Procurement.
3. Responsive proposals will be evaluated on the factors in Section V – Evaluation, which have been assigned a point value.
4. The responsible Offeror(s) whose proposal is most advantageous to RISD, taking into consideration the evaluation factors in Section V, will be recommended for award.
5. Serious deficiency in the response to any one factor may be grounds for rejection regardless of overall scores.

**5.3 Proposal Evaluation**

The Evaluation Committee will review each Offeror’s proposal. Points will be allocated as outlined in Section 5.1 of this RFP by each member of the committee. Each member’s point total will be translated to a numeric ranking. The committee member rankings will be totaled and averaged to determine the overall ranking of the firms.

**5.4 Point Calculations**

All calculations of point standings, including any additional or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee with all members in attendance.

**5.5 Notice of Award**

The Procurement Department will notify all Finalist Offerors in writing of the final determination of the Evaluation Committee. Final award is contingent on approval of the Board of Education.



**APPENDIX A**  
**RFP# 22-14 Professional Development and Specialized Training**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposal (RFP), the undersigned agrees that he/she has received a complete copy of this RFP, beginning with the title page and table of contents, and ending with Appendix G.

This acknowledgement of receipt shall be signed and returned to the Chief Procurement Officer no later than 2:00 PM Local Time on June 16, 2022. Submittal of this document by the due date adds the vendor to a distribution list for receipt of any written questions and the District's written responses to those questions as well as RFP amendments, if any are issued.

**FIRM:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE No. :(\_\_\_\_\_)** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**ALTERNATE CONTACT INFO**

**NAME:** \_\_\_\_\_

**PHONE No. :(\_\_\_\_\_)** \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal.

Place an "X" on the appropriate statement below:

Firm **DOES INTEND** to respond to this Request for Proposals.

Firm **DOES NOT INTEND** to respond to this Request for Proposals.

**Chief Procurement Officer:**

Name:  
Title:  
District Name:  
Address:

TELEPHONE:  
Fax Number:  
E-mail:

# COMPLIANCE

*(MANDATORY FORMS)*

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

## *APPENDIX B*

### **RFP# 22-14 Professional Development and Specialized Training**

#### **LETTER OF TRANSMITTAL FORM**

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. Agency (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/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

- On behalf of the submitting organization named in item one (1) above, I accept the Terms and Conditions governing the Procurement as required in Section II.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments of this RFP.



**Authorized Signature and Date (MUST be completed and signed by the person identified in Item # 2, above)**

**APPENDIX C**

**RFP# 22-14 Professional Development and Specialized Training**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

1. If Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and RISD exceed \$250,000 dollars.
2. Offeror agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons.
3. Contractor agrees to advise all of its New Mexico Employees of the availability of State publically financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com/>



**Signature of Offeror:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## *APPENDIX D*

### **RFP# 22-14 Professional Development and Specialized Training**

#### **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 must file this form with that state agency or local public body. 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.

**Contract** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**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 agency.

**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

**APPENDIX E**

**RFP# 22-14 Professional Development and Specialized Training**

**Conflict of Interest, Non Collusion, and Debarment/Suspension Form**

As utilized herein, the term "Vendor" shall mean that agency submitting a proposal to Roswell Independent Schools in response to the above referenced bid.

**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 of 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 agency. 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: \_\_\_\_\_

**APPENDIX F**

**RFP# 22-14 Professional Development and Specialized Training**

**STATEMENT OF CONFIDENTIALITY FORM**

The undersigned employee of/subofferor to \_\_\_\_\_, hereinafter referred to as “Offeror”, agrees, during the term of the Contract between Offeror and the Roswell Independent School District (RISD) and forever thereafter, to keep confidential all information and material provided by the RISD or otherwise acquired by the employee/subofferor, excepting only such information as is already known to the public, and including any such information and material relating to any client, vendor, or other party transacting business with RISD, and not to release, use or disclose the same except with the prior written permission of the RISD. This obligation shall survive the termination or cancellation of the Contract between Offeror and RISD or of the undersigned’s employment or affiliation with Offeror, even if occasioned by Offeror’s breach or wrongful termination.

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



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Offeror Business Name

\_\_\_\_\_  
Date



**APPENDIX G**

**RFP# 22-14 Professional Development and Specialized Training  
SIGNATURE PAGE**

---

TIME: 2:00 P.M. Mountain Time  
DUE DATE: Friday, July 8, 2022  
LOCATION: Roswell Independent Schools Procurement Office  
300 N. Kentucky, Roswell, NM 88201

**ACCEPTANCE CONDITIONS:**

THE UNDERSIGNED HEREBY agrees to deliver and/or service the items specified in accordance with the terms, conditions, specifications and prices set forth. He/She also certifies that he/she has not used any outside agent at arriving at the figures, and has not contacted any competitors in arriving at these figures.

THE UNDERSIGNED CERTIFIES that he/she read and understood the general conditions, and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Conditions.

---

NAME OF FIRM

---

TYPE OR PRINT NAME OF OWNER, PARTNER, OR AUTHORIZED AGENT

---

 SIGNATURE OF OWNER, PARTNER, OR AUTHORIZED AGENT

---

MAILING ADDRESS OF FIRM

---

TELEPHONE NUMBER OF FIRM

---

FAX NUMBER

---

EMAIL ADDRESS

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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