# ROSWELL INDEPENDENT SCHOOLS REQUEST FOR PROPOSAL

RFP # 22-04

### **Redistricting Consultant Services**

#### **RFP Schedule**

Action Date & Time

RFP Issued	January 12, 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	January 20, 2022 @ 5:00pm (local time)	
Response to Written Questions	January 24, 2022	
Final RFP Addendum Deadline	January 28, 2022	
RFP Due Date and Time	February 7, 2022 @ 2:00pm (local time)	
Evaluation of Proposals	February 8-10, 2022	
Interview (if necessary)	February 17, 2022	
Successful Proposer Notified	Estimated March 9, 2022	

#### **RFP Contact Information**

Name	Chris Thweatt, CPO	
Phone Number	(575) 627-2528	
E-Mail	cthweatt@risd.k12.nm.us	

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.

#### **RFP Submittal**

Offerors shall provide one (1) original paper copy with five (5) hard copies and one (1) electronic copy of their technical proposal and one (1) original copy with one (1) electronic copy of their cost proposal before the RFP Due Date and Time. All proposals must be typewritten on standard 8 ½" X 11" paper and bound on the left-hand margin; The technical proposal shall not exceed a maximum of forty (40) pages of text and/or graphic material. Exclusions to the page limitation will be the Letter of Transmittal (one page maximum); Front and Back Cover (each blank on one side); Table of Contents; Campaign Contribution Disclosure Form; Conflict of Interest, Non-Collusion and Debarment/Suspension Certification; W-9 Form; and any Amendment(s) to the RFP. Each sheet face that is printed with text or graphics counts as one page. Tab dividers do not count as pages provided the only text or graphics on the divider are the tab number and section title.

#### **RFP Term**

The Roswell Independent School District reserves the right to enter into a contract which consists of an initial one (1) year agreement and allows for one (1) renewal option if any additional requirements for Redistricting are required.

# 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. <u>INCURRING COSTS:</u> 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. <u>ADDENDUM(S)</u>: No Addendum will be issued later than **January 28, 2022**, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals. Offerors should revisit the website (<a href="http://www.risd.k12.nm.us/finance">http://www.risd.k12.nm.us/finance</a> 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. **<u>DISTRICT DISCRETION</u>**: 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 §13-1168. 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 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. <u>PREFERENCES:</u> 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. <u>AFTER AWARD:</u> 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. **<u>DEFINITIONS</u>**: 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. <u>TERM:</u> 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. <u>TAXES</u>: 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. <u>AUDIT:</u> 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. **<u>DEBARMENT OR SUSPENSION:</u>** 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. **<u>DELIVERY</u>:** 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. **<u>DELAYS IN DELIVERY</u>**: 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. <u>ACCEPTANCE</u>: 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. <u>BUYERS REVOCATION OF ACCEPTANCE</u>: 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. <u>SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS</u>: 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. <u>ASSIGNMENTS:</u> 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. **<u>DISPUTE RESOLUTION:</u>** 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 (NMSA1978, §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, §13-1183.
- 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**

#### 1.0 BACKGROUND

- 1.1 The Roswell Independent School District (RISD) invites proposals from qualified Consultants to provide professional and technical redistricting and line drawing services in conformity with strict, non-partisan rules designated to create districts that will provide fair representation for all residents of Chaves County.
- 1.2 Every ten (10) years, after January 1 of the year following the release of decennial census data and prior to December 31 of that same year, RISD is required to amend District boundaries in accordance with applicable law. RISD is seeking the services of a qualified Consultant with experience in drawing boundaries on either the municipal, county, state, or federal levels. The Consultant will assist the Roswell Independent School District with the process.
- 1.3 For redistricting purposes, RISD is a school district comprised of five (5) single member districts of contiguous territory. In accordance with applicable law, the single member districts must each be redrawn as nearly equal in population as practicable. The awarded Consultant will recommend changes to district boundaries. Recommended changes are advisory in nature and any changes to the boundaries of the five districts must be approved by the RISD Board of Education in an open meeting.

#### 2.0 MINIMUM OUALIFICATIONS

- 2.1 Provide information on how the project team would meet the following minimum qualifications:
  - Experience coordinating a detailed community outreach effort
  - Experience, if any, with school district redistricting activities, including presenting to local boards of education
  - Knowledge of federal, state of New Mexico, and local public body redistricting criteria
  - Experience specific to the facilitation of redistricting efforts
  - Knowledge of census products as they relate to population, race, and ethnicity
  - Knowledge of local conditions and communities of interest within RISD boundaries
  - Knowledge of and experience with providing final redistricted maps to county officials, including county clerks, for implementation inclusion in future local elections

#### 3.0 SCOPE OF SERVICES

3.1 The Consultant shall use 2020 decennial federal census data, and all work and proposals shall conform to applicable law. The Consultant's responsibilities shall specifically include, but not be limited to the following:

- A. <u>Public Meetings in front of the Roswell Independent School Board (1 virtual, 2 in person).</u> The Consultant shall participate in redistricting meetings and discussions of appropriate boards and committees. Planned Public Meetings will include both virtual and in person meetings in front of the Roswell Independent School Board. Dates and times of these meetings will be determined by RISD.
  - 1) One (1) Virtual Presentation. This virtual presentation will be in a public meeting in front of the Roswell Independent School Board.

The Consultant's role in this meeting will include:

- Describe the process and legal requirements
- Discuss districting principles
- Discuss planned community outreach
- Address comments or questions presented by members of the Roswell School Board
- 2) One (1) In-Person Presentation. This in person presentation will be in a public meeting in front of the Roswell School Board prior to community outreach meetings and after release of census data.

The Consultant's role in this meeting will include:

- Presenting three (3) initial redistricting plans
- Address comments or questions from the Roswell School Board and obtain any feedback for redrafting redistricting plans
- 3) One (l)-In Person Presentation. This in-person presentation will be in a public meeting in front of the Roswell School Board after Community Outreach Meetings.

The Consultant's role in this meeting will include:

- Discuss results of community outreach meetings
- Present three (3) final redistricting plans as defined in the Scope of Services for consideration and approval of a final plan
- Address comments or questions from the Roswell School Board and review the effects of any proposed revisions
- B. <u>Community Outreach Meetings (2 in person)</u>. The Consultant shall schedule, present, and receive public input at Community Outreach Meetings located at various locations throughout RISD's school district boundary. The Consultant shall schedule and hold two (2) in person Community Outreach Meetings. A virtual tool may be added to the in-person meetings at the sole discretion of RISD. Consultant and RISD will work diligently to determine agreed upon dates (weekends and federal holidays excluded). Locations to be determined by RISD in an effort to obtain geographically and demographically diverse input into the redistricting process.

#### RISD shall:

1) Coordinate a process to advertise the times, locations, and purpose of a series of public meetings to be held on the topic of redistricting.

#### The Consultant shall:

 Conduct community outreach. Meet and explain the process with key community leaders in business and civic organizations. Determine community leaders' expectations and seek suggestions.

- 2) Prepare illustrative materials and maps.
- 3) Coordinate with RISD administrators and the RISD Board of Education on the preparation of public notices and media releases.
- 4) Provide a formal presentation on the scope, purpose, process, timelines, and legal issues. Present initial three (3) redistrict plans. The Consultant shall elicit input from the public and document input received.
- C. <u>Reporting</u>. After community outreach meetings, provide a written report to RISD and its Board of Education which at a minimum will include:
  - i. Results of community outreach meetings
  - ii. Criterion used in map evaluation
  - iii. Review of three (3) original redistricting plans and any proposed revisions based on community outreach meetings and/or feedback from the Roswell School Board
- D. <u>Redistricting Plans.</u> The Consultant shall create at least three (3) redistrict plans for consideration by the Roswell School Board. Minor revisions based on community outreach and comments from the Roswell School Board shall not be considered a new plan.
  - 1) The Consultant shall ensure that each redistrict plan complies with federal, state and local criteria.
  - 2) The Consultant shall ensure compliance with state law and with federal laws such as Section 2 of the Voting Rights Act of 1965 and any amendments including, but not limited to, testing for vote dilution and polarization.
  - 3) The Consultant will produce and provide digitized maps and PDFs of the maps for each proposed district. Final plans presented to RISD will include all necessary supporting documentation and shall be drawn consistent with traditional districting principles including, but not limited to:
    - a Districts with equal population
    - b Minority voting strength
    - c Compactness of a district
    - d Contiguity of districts
    - e Communities of interests
    - f Other principles from recent court decisions or laws
- E. Consultant shall complete the redistricting process by filing the approved map with the Chaves County Clerk and other appropriate governmental entities.

#### F. Timeline

- 1) The Consultant shall provide and adhere to a detailed timeline which allows for a final adoption of the revised District boundaries by May 31, 2022. The proposed timeline shall meet the following requirements:
  - a. On or Before April 12, 2022: Conduct initial virtual presentation in a joint public meeting in front of the Roswell School Board to describe the process and legal requirements, discuss districting principles and planned community outreach, and address questions or comments from the Roswell School Board.
  - b. Prior to Community Outreach Meetings and After Release of Census

<u>Data</u>: Conduct in-person presentation in a joint public meeting in front of the Roswell School Board to present three (3) initial redistricting plans and address comments or questions from the Roswell School Board.

- c. <u>Prior to April 30, 2022:</u> Conduct Community Outreach Meetings.
- d. <u>Prior to May 11, 2022:</u> Provide a written report to the Roswell School Board. The report shall at a minimum:
  - i. Present results of community outreach, and criterion used in map evaluation, including communication received from members of the public
  - ii. Review three (3) original draft redistricting plans and any proposed revisions based on community outreach and comments from the Roswell School Board.
- e. <u>Prior to May 11, 2022:</u> Conduct in-person presentation in a public meeting in front of the Roswell School Board. Consultant shall at a minimum:
  - i. Discuss results of community outreach meetings
  - ii. Present three (3) final redistricting plans as defined in the Scope of Services for consideration and approval of a final plan
  - iii. Address comments or questions from the Roswell School Board and review the effects of any proposed revisions
- 3.2 The Consultant shall provide a written weekly report on the project status for review by the RISD administration and/or the Roswell School Board.
- 3.3 The Consultant must disclose and shall have a continuing duty to disclose any financial, business, or other relationship of the Consultant, or an employee or agent of the Consultant, that may have an impact on the work to be performed. This includes any instance where the Consultant, or an employee or agent of the Consultant, represented a political party, an interest group funded by or working on behalf of a political party, candidate for elective office, or an office holder's campaign.
- 3.4 The software employed by the Consultant must be able to automatically show the results of any proposed change in a district by retabulating and presenting on screen the resulting map and the corresponding changes in total population and population sub-groups associated with the proposed change to a district.

In addition to specific line drawing software, the Consultant must have the capability of taking files as submitted by the public and other consultants, and developing shape file equivalents to incorporate the line drawing work. The Consultant must supply all equipment necessary to complete this work.

- 3.5 The following additional services may be required of the Consultant on an as needed basis and at the sole discretion of the Roswell School Board or its designee. When required, the Consultant will be provided a Purchase Order prior to initiating these additional services. It is important that the proposer demonstrate its ability to perform these services, and provide a rate for such work as specified below:
  - A. <u>Additional Services: Expert Testimony</u>. The Consultant shall provide an hourly rate for expert technical assistance to the Roswell School in the event any legal action arises relating to the redistricting process of plans developed with Consultant's assistance. The Consultant shall provide expert testimony and technical services, if necessary, in state and federal court in the area of redistricting, This hourly fee does not include any lodging or other travel related costs required to deliver Expert Testimony.
  - B. <u>Additional Services: Additional Community Outreach Meetings.</u> The Consultant shall provide an hourly rate for facilitating additional community outreach meetings beyond the two (2) meetings outlined in the Scope

- of Services. When requested, the Consultant shall facilitate the requested meetings in accordance with the outlined Scope of Services.
- C. <u>Additional Services: Additional Meetings</u>. The Consultant shall provide an hourly rate for meetings that are in addition to those outlined in the Scope of Services, in front of the Roswell School Board.

Additional Services: Additional Redistricting Plans. In addition to the three (3) redistricting plans identified in the Scope of Services, the Consultant shall provide a fixed fee for additional redistricting plans as may be requested by the Roswell School Board. Reasonable revisions based on community outreach and comments from the Roswell School Board shall not be considered a new plan.

## FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL

In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below. Include all information in your proposal.

#### A. MINIMUM QUALIFICATIONS

Demonstrate how the Proposer meets the minimum qualifications outlined.

#### B. QUALIFICATIONS AND EXPERIENCE OF CONSULTANT:

- 1) Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature of the Scope of Services to be provided and the capability to comply.
  - 2) Provide a general overview and brief history of your firm, including parent and/or subsidiary companies and the number of employees.
  - 3) Describe experience of your firm in providing similar services to other school districts and/or counties.
  - 4) Provide a list of all projects for which your firm has drawn electoral district maps in the last twenty (20) years. For each project, the Proposer must identify:
    - a. Who was directing the line drawing (i.e., commission, legislative body, agency officials, etc.)?
    - b. Whether any of the maps were challenged for failing to meet legal requirements including Voting Rights Act compliance.
    - c. Whether any of the maps that were subject to a legal challenge were implemented as originally drafted, or subject to changes based on the challenge.
    - d. Whether the Proposer or any of the Proposer's staff provided testimony in defense of the challenged map.
  - 6) Select three (3) projects from the list above and provide specific information including name of organization, contact person, address, phone number, email address, and a brief description of services provided. Proposer must complete and submit the attached Reference Form with their proposal.
  - 7) Name the personnel that would be assigned to RISD. Information should include:
    - a. Biographical Information
    - b. Experience working with other school districts and/or counties
    - c. Number of years of experience in this field
    - d. Number of years with your organization
  - 8) Describe the responsibilities of personnel assigned to RISD and the primary point of contact.
  - 9) The Proposer must disclose and have a continuing duty to disclose any financial, business, or other relationship of the Proposer or an employees or agents of the Proposer that may have an impact on the work to be performed.

#### C. CONSULTANT'S APPROACH AND METHODOLOGY:

1) The Proposer shall demonstrate their ability and describe their approach in carrying out the Redistricting Services listed in the Scope of Services.

- 2) The final three (3) district maps must be presented to the Roswell School Board on or prior to May 11, 2022. Consultant must provide a structure and detailed timeline addressing the required services. Proposed dates for Community Outreach Meetings must be included in the timeline.
- 3) What software(s) will be used by the Proposer, and how has this software been used in previous projects?
- 4) Proposer may propose procedural or technical enhancements or innovations to the Scope of Services.

#### D. PRICE:

The Proposer must complete the attached Fee Schedule and Certification and:

- Submit a firm price for Redistricting Services as outlined in this document. This Fee must incorporate
  any and all goods and services necessary to complete the defined work. No additional costs, fees or
  charges of any kind will be accepted.
  - Payment to the awarded Consultant for Redistricting Services shall follow the pay schedule below:
- 2) Submit a firm price for Additional Services as outlined in this document.

### **EVALUATION CRITERIA**

Each proposal will be reviewed and evaluated based on a maximum number of points for each evaluation factor, in order to evaluate each proposal fairly on the basis of the following criteria:

#### 5.0 EVALUTION CRITERIA

20 Points
20 Points
20 Points
10 Points
30 Points

# REQUIRED PROPOSAL SUBMITTALS

1. Offerors shall provide one (1) original paper copy with five (5) hard copies and one (1) electronic copy of their technical proposal and one (1) original copy with one (1) electronic copy of their cost proposal before the RFP Due Date and Time. All proposals must be typewritten on standard 8 ½" X 11" paper and bound on the left-hand margin; The technical proposal shall not exceed a maximum of forty (40) pages of text and/or graphic material. Exclusions to the page limitation will be the Letter of Transmittal (one page maximum); Front and Back Cover (each blank on one side); Table of Contents; Campaign Contribution Disclosure Form; Conflict of Interest, Non-Collusion and Debarment/Suspension Certification; W-9 Form; and any Amendment(s) to the RFP. Each sheet face that is printed with text or graphics counts as one page. Tab dividers do not count as pages provided the only text or graphics on the divider are the tab number and section title.

Documents shall be submitted in the proposal in the order as specified in the Format and Procedure for Delivery of Proposal Section.

- 2. Offerors shall provide evidence of general liability insurance with a minimum of \$1,000,000 coverage; worker's compensation insurance and builder's risk insurance.
- 3. The attached "Letter of Transmittal", "CAMPAIGN CONTRIBUTION DISCLOSURE", "Conflict of Interest, Non-Collusion and Debarment/Suspension Certification", and "W-9" forms (in the Required Forms and Attachments section which follows this section) must be completed and submitted as part of the proposal.
- 4. Electronic proposal submittals will not be accepted. Proposals may be mailed (USPS, FedEx, UPS, etc.) or hand-delivered but must be received by the RFP Due Date and Time listed in the RFP Schedule at the following address:

Roswell Independent School District Attn: Chris Thweatt, Procurement Officer 300 N. Kentucky Dr. Room 201 Roswell, NM 88201

### Fee Schedule and Certification

	Redistricting Services
	Redistricting Services as outlined. This fee must incorporate any and all goods and services plete the work defined.
	Additional Services
Hourly Rate for E	expert Testimony
Hourly Rate for A	Additional Community Outreach Meetings
	dditional Meetings In Front of the Roswell School Board and/or Chaves County Commissioners
Additional Redist	ricting Plans
	Alternate Proposal for Redistricting Services
	edistricting Services as submitted in the Alternate Proposal. This fee must incorporate any and ices necessary to complete the work defined.
any Name:	
<b>,</b>	
ized Signature:	
rized Signature: Jame:	

Date:

# REQUIRED FORMS AND 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 <u>disqualification</u> of your proposal.

	by the organization to <u>contractually obligate</u> the organization:
Name	
Title	
E-Mail Address	
Telephone	
Name	
Title	
E-Mail Address	
Telephone	
r the person to be conta Name Title	cted for <u>clarifications</u> :
D 3 6 21 A 11	
E-Mail Address	



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 sonin-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)	
SIGN WHERE PLICABLE	
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 (					
					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.
has a right to receive royalities 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					
DEDITION DESCRIPTION OF THE OF					
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 <b>CONFLICT OF INTEREST</b> , <b>NON</b> -					
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:					

Name of Company (typed or printed):		 
	City/State	
Address:	_City/ State:_	

### Form (Rev. January 2011) Department of the Treasury

### Request for Taxpayer Identification Number and Certification

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

mema	il Revenue Service				
	Name (as shown on your income tax return)				
ge 2.	Business name/disregarded entity name, if different from above				
ba	Check appropriate box for federal tax				
e G	classification (required): Individual/sole proprietor C Corporation S Corporation	Partnership Trust/es	state		
Print or type Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner	rship) ►	Exempt payee		
Pri E	☐ Other (see instructions) ►	Other (see instructions) ▶			
cific	Address (number, street, and apt. or suite no.)  Requester's nar		(optional)		
Spe	C:				
See	City, state, and ZIP code				
•	List account number(s) here (optional)				
Pa	Taxpayer Identification Number (TIN)				
	your TIN in the appropriate box. The TIN provided must match the name given on the "Name		per		
reside entitie	oid backup withholding. For individuals, this is your social security number (SSN). However, for ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> on page 3.	r	-		
	. If the account is in more than one name, see the chart on page 4 for guidelines on whose	Employer identificat	ion number		
	per to enter.				
Par	t II Certification				
Unde	r penalties of perjury, I certify that:				
1. Th	ne number shown on this form is my correct taxpayer identification number (or I am waiting for	r a number to be issued to m	e), and		
Se	am not subject to backup withholding because: (a) I am exempt from backup withholding, or (bervice (IRS) that I am subject to backup withholding as a result of a failure to report all interest blonger subject to backup withholding, and				
3. la	m a U.S. citizen or other U.S. person (defined below).				
becar intere gener	fication instructions. You must cross out item 2 above if you have been notified by the IRS the use you have failed to report all interest and dividends on your tax return. For real estate transest paid, acquisition or abandonment of secured property, cancellation of debt, contributions trally, payments other than interest and dividends, you are not required to sign the certification actions on page 4.	actions, item 2 does not app to an individual retirement an	oly. For mortgage rangement (IRA), and		

#### **General Instructions**

Signature of

U.S. person ▶

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

#### **Purpose of Form**

Sign

Here

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

Date ▶

• 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.

#### IF MAILING YOUR PROPOSAL

#### Mail to the following address:

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

#### 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