



Las Cruces Public Schools

Going Above and Beyond for Every Student, Every Day

REQUEST FOR PROPOSAL

(RFP No. 20-21-11P)

Re-Solicitation Professional Sign Language Interpreter and Translator Services

505 South Main Street, Suite 249
Las Cruces, NM, 88005

Release date: May 25, 2021

Commodity Code(s):
96167

ATTENTION:
ELECTRONIC RFP/BID SUBMISSION ONLY

Due to the recent development of the covid-19 virus in New Mexico and guidance from the Governor, Bids and Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents.

Publication Date:

May 25, 2021

Deadline for RFP Submission:

Due Date & Time: June 15, 2021 at 2:00 p.m. MDT.

Las Cruces Public Schools District #2

RFP No. 20-21-11P

Professional Sign Language Interpreter and Translation Services

RFP Schedule

Action	Responsible Party	Due Dates/Time Frames
1. Issue RFP	LCPS	May 25 th , 2021
2. Acknowledgement Receipt	Respondent	June 4, 2021 at 2:00 p.m.
3. Deadline to submit Questions	Respondent	June 4, 2021 at 2:00 p.m.
4. Response to Written Questions	Procurement Manager	June 7, 2021 at 5:00 p.m.
5. <i>Submission of Proposal</i>	Respondent	<i>June 15, 2021 at 2:00 p.m.</i>
6. Proposal Evaluation	Evaluation Committee	June 16, 2021 Tentative
7. Selection of Finalists	Evaluation Committee	June 22, 2021
8. Best and Final Offers	Finalist Offerors	TBD
9. Oral Presentation(s)	Finalist Offerors	TBD
10. Finalize Contract/Agreements	Agency/Finalist Offerors	T-35 to T-39
11. Notice/Contract Awards	Agency/Finalist Offerors	TBD
12. Protest Deadline	LCPS	+15 days

RFP Procurement Manager Contact Information

Name	Jerry Ontiveros, Contract Administrator
Phone Number	575-527-5850
E-Mail	jontiver@lcps.net
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the terminology stated in the procurement documents.</i>	

RFP Submittal Location via:



Registration for electronic submission: <https://vrapp.vendorregistry.com/Vendor/Register/Index/las-cruces-public-school-district-purchasing-nm-vendor-registration>

<https://vrapp.vendorregistry.com/Bids/Manager/BidsList?menuItem=Solicitations>

Bids and Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents.

Important Information: Las Cruces Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely under the control of the registry including but not limited to: The District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All bids/proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. **It is the suppliers' responsibility to ensure that Bid/RFP offers are posted before the due date and time.**

RFP Term

Terms of this procurement are applicable to NMSA 13.1.28 - 13.1.199.

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I. 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 Qualifications. Offerors should promptly notify the Procurement Manager of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.

ISSUANCE OF RFP: issued on behalf of the Las Cruces Public Schools on May 25, 2021

- 2. ACKNOWLEDGEMENT OF RECEIPT:** Potential Offerors must promptly return the "Acknowledgement of Receipt Form" enclosed as APPENDIX A via email to jontiver@lcps.net in order to have their organization placed on the procurement distribution list with a correctly annotated email address of least one person from the offerors' agency. The form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager by 2:00 pm MDT on June 4, 2021. The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.
- 3. DEADLINE TO SUBMIT WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Procurement Manager via email at jontiver@lcps.net as to the intent or clarity of this RFP until June 4, 2021 by 2:00 p.m. Mountain Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as described above. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the questions.
- 4. Response to Written Questions:** Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list and provided a promptly received intent to respond form. An e-mail copy will be sent to all Offeror's that has met and provided the Acknowledgement of Receipt Forms before the deadline. Copies are contained in the posted RFP at: <https://vendorregistry.com/>.
- 5. SUBMISSION OF PROPOSAL: VENDOR** Due to the recent development of the covid-19 virus in New Mexico and guidance from the Governor, Bids and Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents. Prospective vendors may obtain a copy of the proposal by registering via the Vendor Registry website by the provided link. <https://vrapp.vendorregistry.com/Vendor/Register/Index/las-cruces-public-school-district-purchasing-nm-vendor-registration>. Hardcopy proposals will not be issued. For information to obtain an e-copy, email the Purchasing Manager or staff at bortega@lcps.net or cchavez3@lcps.net for inquiry. Business address and contact is at 505 South Main Street, Suite 249, Las Cruces, NM, Business phone (575) 527-5844. Submittals will be received via upload to LCPS Vendor Registry website **NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON June 15th, 2021.** Posting date and time shall be recorded upon upload. No proposal will be accepted after this due date and time. e-Proposals must be labeled to the Procurement Manager as indicated above. Proposals must have a front cover page labeled on their e-proposal to clearly indicate that they are responding to the **Professional Sign Language Interpreter and Translator Services for RFP No: 20-21-11P.**

6. **PUBLIC LOG OF RECORD:** will be kept of the names of all Offeror organizations that submitted proposals via online submission. 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 School District signature on the contract(s) resulting from the procurement has been obtained.
7. **PROPOSAL EVALUATION.** An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.
8. **SELECTION OF FINALISTS.** The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule, Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.
9. **BEST AND FINAL OFFERS.** Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule, Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.
10. **ORAL PRESENTATIONS.** Finalists/Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and LCPS.
11. **FINALIZE CONTRACTUAL AGREEMENTS.** Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Purchasing Department. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the School District reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.
12. **CONTRACT AWARDS.** After review of the Evaluation Committee Report and the signed contractual agreement, the Purchasing Department will recommend award approval via the Board of Education, as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Purchasing Department.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the Las Cruces Public Schools, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to the School District's approval protocol via the Board of Education on the next convenient Board meeting.
13. **APPENDICES, ATTACHMENT & FORMS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any Addendum(s)

which have been issued and posted on the LCPS Vendor Registry e-Procurement Website. Prospective Offerors must revisit the LCPS website at (<https://vrapp.vendorregistry.com/Vendor/Register/Index/las-cruces-public-school-district-purchasing-nm-vendor-registration>), then select "See Current Bids and RFPs" prior to the due date before submitting proposal to LCPS. All addendums **MUST** be acknowledged in the submitted proposal.

- 14. OFFICIAL CONTACT:** Offerors may contact **ONLY** the Procurement Manager regarding the terminology stated in the procurement documents. Other LCPS employees do not have the authority to respond on behalf of LCPS.

Offerors **MAY NOT** contact other LCPS departments, employees, or the evaluation committee. Any contact with an LCPS 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 Procurement Manager will have no legal bearing on this RFP or the resulting contract(s). Any response made by LCPS will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.

- 15. WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Procurement Manager via email **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Procurement Manager will respond in a timely manner subject to the complexity of the questions. Procurement Manager will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.

- 16. 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 LCPS, the Offeror acknowledges that the version maintained by LCPS shall govern.

- 17. INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

- 18. 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.

- 19. ADDENDUM(S):** No Addendum will be issued no later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals. Offerors should revisit the vendor registry website, registry as a vendor, then select, "See Current Bids and RFPs") prior to the due date before submitting their proposal to Las Cruces Public Schools. All addendums must be acknowledged in the submitted proposal.

- 20. 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.

21. **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 Procurement Manager, 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.
22. **DISTRICT DISCRETION:** The District hereafter referred to as LCPS 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. LCPS reserves the right to add to or delete from the Scope of Work set forth in this RFP.
23. **BRAND NAMES:** Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition pursuant to NMSA 1978 §13-1-168. If a vendor proposes an “equal” to scope of work/specifications, LCPS 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
24. **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.
25. **AWARD:** LCPS 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 Las Cruces Public Schools until a valid signed contract and/or valid Purchase Order is executed.
26. **PREFERENCES:** 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.**
27. **TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP. Time is subject to local time. Las Cruces Public Schools is only accepting proposals electronically as specified above.

It is the Offeror’s responsibility to ensure the proposal is submitted before the due date and time. Offerors are cautioned that “late is late”. Any and all proposals not received by the proposal submission due date and time shall be rejected. No late bids will be accepted under any circumstances, if not posted via electronic upload as instructed for submission.

LCPS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of LCPS to do so. Such extensions shall be by addendum(s), which may be issued before the submission due date via email and posting to the e-procurement website.

28. **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 Las Cruces Public Schools.
29. **RFP OPENING:** Submitted proposals shall not be publicly opened. The contents of the proposals shall not be disclosed during any negotiations that may occur. Posting to the website by the due date and time shall record e-Proposal upload and acts as the public log and shall be kept of the names of all Offeror organizations that submitted proposals by the deadline. 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 Qualifications. Awarded in this context means the final required LCPS signature on the contract(s) resulting from the procurement has been obtained.
30. **RESPONSIBLE AND RESPONSIVE OFFER:** LCPS 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 §13- 1-85.
31. **SOLE RESPONSE:** Any sole response that is received may be rejected by LCPS depending on available competition and timely needs of LCPS. LCPS reserves the right to award the contract to the responsible Offeror that it determined, submitted a responsive proposal most advantageous and in the best interest of LCPS.
32. **NEGOTIATIONS:** LCPS reserves the right to discontinue negotiations with any Offeror.
33. **MULTI-AWARD:** LCPS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153.
34. **AFTER AWARD:** After final contract is negotiated, approved, and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Purchasing 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.
35. **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 LCPS.
36. **LCPS SCHOOL BOARD APPROVAL:** The award of this contract is not final until approved by the LCPS School Board (if applicable) and/or contract is signed by both parties.

37. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“**Agency**” shall mean Las Cruces Public Schools (LCPS) or (School District).

“**Award of Contract**” shall mean a formal written notice by the District that a firm(s) has/have been selected to enter into a contract for services. Any Award of Contract that has not resulted in a written contract offer to the offeror, within 6 months of written notice, shall not be considered an award for the purposes of the Project Listing Form.

“**LCPS Board of Education**” is governed by a seven-member elected board that sets policy and approves the annual budget. The board also hires the LCPS Superintendent who oversees the operations of the district. The LCPS Board approves all architectural and contractor selections.

“**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services. “**Contractor**” shall mean the successful Offeror.

“**Design Professional**” is the legal entity qualified to do business in the State of New Mexico that employs an individual or individuals licensed to practice the discipline or disciplines for the services to be performed under this Agreement.

“**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**” to 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 Bidder’s proposal.

“**Offer**” – the term means “**proposal**”, “**solution**”, means all documents submitted to LCPS 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 Las Cruces Public Schools. Also referred herein as LCPS, Agency, District, or Owner.

“**Procurement officer**” means any person or a designee authorized by a state agency or a local public body to enter into or administer contracts and make written determinations with respect thereto.

“**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 Qualifications**” 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.

“**User**” means the school district staff occupying the facility or facilities, for which a project is being designed.

“**User contact**” is the person designated by the District to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

II. TERMS AND CONDITIONS:

1. **TERM:** LCPS 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 LCPS Procurement Officer.
3. **NO MINIMUM GUARANTEE:** Las Cruces Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this Request for Qualifications.
4. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request.
5. **TAXES:** LCPS 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:** LCPS’ obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If LCPS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. LCPS 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 Las Cruces Public School

District fails to comply with any provisions of this contract and after receiving notice of the noncompliance that LCPS fails to cure the noncompliance within ten (10) days, or

2. By written mutual agreement between the Contractor and LCPS.

B. Termination by LCPS

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, LCPS 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 LCPS, the termination will not affect any rights or remedies of LCPS against Contractor then existing or which may thereafter accrue. Any detention or payment of moneys due the Contractor by LCPS will not release the Contractor from liability.

2. For Convenience

a. Upon ten (10) days written notice to Contractor, LCPS may without cause and without prejudice to any other right or remedy of LCPS, 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 Las Cruces Public Schools 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 LCPS at the time of contract award. Las Cruces Public Schools 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

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

NOTE: Certificate holder shall be: Board of Education
Las Cruces Public Schools

Certificate of Insurance forwarded to Las Cruces Public Schools
Purchasing Department
505 S. Main Street, Suite 249
Las Cruces, New Mexico 88001

11. AUDIT: LCPS 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 LCPS personnel or a third party under contract with LCPS. LCPS shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from LCPS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee LCPS' 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 LCPS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of LCPS as a result of this procurement.

14. DEBARMENT OR SUSPENSION: A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13- 4-11 through §13-4-17 as amended, shall not

be permitted to do business with LCPS and shall not be considered for award of the contract during the period for which it is debarred or suspended with LCPS.

15. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and LCPS 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 LCPS.
16. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of LCPS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless LCPS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
17. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this proposal 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 (LCPS' designated address).
19. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time unless delay was caused by LCPS. If delay in delivery is foreseen, Seller must notify the LCPS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
20. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
21. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
22. **PROCUREMENT MANAGER S REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
23. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
24. **PAYMENT:** Any invoice received, and payment made shall be subject to LCPS' terms and conditions (NET 30) unless specifically waived by LCPS in a separate written document.
25. **ASSIGNMENTS:** The awarded contractor shall not assign nor delegate specific duties as part of this RFP nor transfer any interest or not assign any claims for money due or to become due under this RFP without the written consent of LCPS.
26. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved

by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 1978 §44-7A-1, et seq., as amended.

- 27. **Standard Contract** - The Las Cruces Public Schools will use its standard agreement (incorporated by link) for contractual services engagement with selected awardee. See **Attachment 7**.
- 28. **Release of Information** - Only the Owner is authorized to release information about projects covered by this RFP. The Offeror must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
- 29. **Public Meetings** - The successful firm(s) must be prepared to make presentations to and interact with the school board, school staff and community, as necessary.

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 Local Procurement Regulations and the State Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** fifteen (15) calendar days after the facts or occurrences giving rise thereto (NMSA 1978, §13-1-172). The protest must be in writing and delivered to:

Protest Manager and address: **Will A. Manning, CPPO/CPO**
 Purchasing Department
 Las Cruces Public Schools
 505 South Main Street, Suite 249
 Las Cruces, New Mexico 88001

- 1. In the event of a timely protest under this section, the CPO and its Agency shall not proceed further with the procurement unless the CPO makes a determination that the award of Agreement is necessary to protect substantial interests of the Agency (NMSA 1978, §13-1-173).
- 2. The CPO 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 CPO or his/her Designee shall promptly issue a determination relating to the protest. The determination shall:
 - A. State the reasons for the action taken; and
 - B. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.
- 4. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to protestant and other competitors pursuant to NMSA 1978, §13-1-176.

III. BACKGROUND INFORMATION

Las Cruces Public Schools is the second largest school district in New Mexico. It is located 45 miles north of the US-Mexico border in Las Cruces, New Mexico. With approximately 24,999 students and 3,200 employees, LCPS is the second largest school district in New Mexico.

LCPS serves a diverse population of approximately 91,000 people throughout the City of Las Cruces, the Town of Mesilla, the Village of Doña Ana, and White Sands Missile Range, and the middle third of Doña Ana County. The city's largest employers include New Mexico State University, White Sands Missile Range, Las Cruces Public Schools, and the City of Las Cruces.

The district has 40 schools: 24 elementary schools (pre-kindergarten-5th); one combined elementary and middle school (K-8th); eight middle schools (6th-8th); and seven high schools (9th-12th). Two of the seven high schools are early college high schools and are located on the campus of New Mexico State University. LCPS also has a Virtual Learning Academy, serving elementary through high school students.

An elected Board of Education composed of five members serving staggered terms of four years each governs the District. The Las Cruces Public Schools Superintendent is Dr. Karen Trujillo.

IV. INTRODUCTION:

The Las Cruces School District No. 2 (School District) is seeking proposals from professional individuals and/or companies to provide, **sign language services to interpret and/or translate American Sign Language** as necessary for use in its Special Education Programs, to include, as applicable for District-wide engagements and/or operational uses.

V. SCOPE OF WORK

- A. The District requires that prospective respondents possess adept abilities of formal interpretation and translation, in oral, sign and written communications for American Sign Language offered by the respondent that may benefit a Multicultural School District.
- B. Respondents shall be capable of interpreting and translating American Sign Language presented in any order of service requested.
- C. Specifically, respondent shall be familiar with Special Education terminology, Dual Language Enrichment/Migrant Education, and other program demands of a Multi-cultural School District for interpreting or translating information in oral or written form.
- D. Follow Code of Professional Conduct for Sign Language Interpreters
- E. Las Cruces Public School District shall provide successful respondent (s):
 1. Copies of printed material in Microsoft word document format to be translated and returned by using any of the following modes of delivery as determined between the School Official and the respondent:

- a. hand delivery,
 - b. US mail, FEDEX,
 - c. electronic means via email,
 - d. Or fax, etc.

- F. School District Officials or departments may request respondent(s) to provide:
 - 1. Interpretation, or translation, written or oral communications from English and/or Bilingual to **American Sign Language** or, vice versa.
 - 2. Provide interpretation services from English and/or Bilingual to **American Sign Language** or vice versa during Special Education Individual Educational Plan meetings or for District-wide needs such as:
 - a. Special Education and Bilingual programs,
 - b. District-wide engagements, formal and/or routine meetings;
 - c. Other department, agency, and school requirements.

- G. The prospective respondents will be responsible for use of his/her own materials and equipment to develop professional documents required for translation.

- H. The respondent shall have the capability to receive original service requests from the School District in Microsoft Word format software 2003 or higher version and Adobe professional document format (PDF) via, jump drives, or as email attachments and/or other electronic means.

- I. The School District will not be responsible for providing materials, equipment, and/or support for the end- product or service.

- J. Time Schedule:
 - 1. Services shall be performed, completed and delivered throughout the School District fiscal year beginning July 1st and ending June 30th.
 - 2. The successful respondent will be responsible for translating and returning documents to and from the School District within a timely manner.
 - 3. The successful respondent will be required to attend and provide sign language interpretation and translation services for:
 - a. Individualized Educational Plan meetings
 - b. Special Education Classroom Programs.
 - c. Dual language enrichment/Migrant Education
 - d. Departmental and School District-wide needs
 - 4. The meeting times and dates will be scheduled on an as needed basis. Notification of the required meetings is normally issued ten (10) calendar days prior to the meeting.

VI. REQUIRED PROPOSAL SUBMITTALS

- A. Submittal Responses must include the following information in the sequence presented for compliance and evaluation review:
1. Individual and/or company profile that exhibits the respondent's qualification and capability to perform required services. Include any of the following:
 - a. Business license
 - b. Certification and/or verification of language discipline(s)
Members must attain one of the following:
 1. Community License
 2. Educational Interpreter License
 3. Provisional Interpreter License and must be a member of Registry of Interpreters for the Deaf
 - c. Resume and/or vitae
 - d. Exemptions: NMSA 61-34-5
 2. Five (5) professional references, in writing, letters of recommendations of person(s) who can attest to past and present performance of services. Include detail contact information:
 - a. Business name or type
 - b. Person's name
 - c. Address, city, state, zip code and telephone number
 - d. Email address
 3. Discuss a proposed plan on how these types of services will be provided to Las Cruces School District and its needs. Plan shall include, but not limited to the following:
 - a. Approach to providing interpretation and translation services in the classroom/student needs, parent conferences, or district events.
 - b. Versatility in meeting District demand for services.
 - c. Address work with Special Education program needs; elaborate on Individual Educational Plans (IEP's), meeting attendance and documentation.
 - d. Discuss flexibility for in-person meetings to meet School District-wide translation and interpretation needs.
 - e. Time requirement for planning for interpretation of classroom curriculum if necessary.
 4. Provide Statement of Commitment for delivery of services and total number of hours that can be committed to provide services.

5. Cost breakdown for services:

- a. An hourly rate for interpretation services. (English and Bilingual)
- b. An hourly rate for the translation services. (English and Bilingual)
- c. Rate for other related services such as printed materials, etc.
- d. Mileage

6. Submit any additional information pertinent to knowledge, skills and abilities that may demonstrate favorable reviews to the evaluation committee

VII. CONTRACT

A. The School District may enter into an agreement for services with the respondent(s) selected and approved by the Board of Education for an initial period of one (1) year ending June 30, 2022, with an option to renew the agreement up to three (3) additional years through June 30, 2025 contingent upon satisfactory performance and by mutual agreement by both parties.

B. The School District reserves the right to make single or multiple award that serves in its best interest contingent upon funding and operational needs.

C. Pursuant to Section 13-1-129, of the State of New Mexico Procurement Code, the successful respondent may extend the resulting agreement to other School Districts or State entities.

D. The awarded respondent will enter into a Contracted Services Agreement (sample enclosed as *Attachment 7*.)

RFP SCHEDULE

The Procurement manager will make every effort to adhere to the RFP Schedule as noted on front cover of this RFP. The schedule is subject to change by addendum. The evaluation committee **MAY** interview the Offeror(s) of the top-rated proposals; however, contracts may be awarded without such interviews and based solely on written offers. Finalists will be contacted to schedule interviews if required. If an interview is requested, evaluation scores will be re-scored to reflect written response and interview response.

VIII. EVALUATION CRITERIA:

MANDATORY QUALIFICATIONS (0 POINTS - PASS/FAIL)

Pass/fail evaluation factors

1. Proposal Uploaded Submission: Pass/Fail

Proposal submissions must be uploaded as two separate files, 1 (one) file for the Technical Proposal, and 1 (one) for the Cost Proposal. **LAS CRUCES PUBLIC SCHOOLS WILL NOT BE RESPONSIBLE FOR ORGANIZING MULTIPLE UPLOADED FILES.**

2. Financial Statements: Pass/Fail

Submit two (2) years of your most recent audited financial statements or any other financial statements acceptable to the District prepared by an accountant in accordance with generally accepted auditing standards.

Or,

1.a. Financial Stability – Certified letter from respondent’s financial institution that substantially indicates company’s financial capacity and worthiness. **Confidential Information** binder.

Any Offeror who fails to meet this mandatory requirement will be considered non-responsive and will not be considered further by the District in this Procurement Process.

3. Experience: Pass/Fail

Evidence with documentation of minimum 3-5 years of providing professional sign language interpretation and translation services to K-12 School Districts. Submit copy of contract and/or award letter. Submit contact name, phone number, and email for K-12 School District. (Minimum one (1) K-12 school District)

Any Offeror who fails to meet this mandatory requirement will be considered non-responsive and will not be considered further by the District in this Procurement Process.

4. IRS W-9 and Duns and Bradbury Number: Pass/Fail

Submit IRS W-9

If Offeror has DUNS number, the DUNS number should be submitted. LCPS reserves the right to request a full Dun & Bradstreet report. (if applicable)

Any Offeror who fails to meet this mandatory requirement will be considered non-responsive and will not be considered further by the District in this Procurement Process.

EVALUATION FACTORS:

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 1978, §13-1-21, for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is a Joint Venture, Offeror shall state in submitted proposal 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. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue. The Preference does not apply if LCPS is utilizing federal funds.

*****The Offeror may contact the procurement manager only for clarification of evaluation criteria or terminology*****

Evaluation Weighted Factor - (Technical and Cost Proposals):	Possible Points	Points Scored
1. Technical Proposal:		
Profile of qualification and capability Reference paragraph VI. A.1 a-d & 2 a-d.	35	
Evaluation of work samples and proposed plan Reference paragraph VI. A.3 & A. 4. a-e.	25	
Commitment of time & delivery of services Reference paragraph III. A.4.	20	
2. Cost Proposal:		
Submit detailed information stating your company's pricing to provide services as requested in the Scope of Work.	20	
a. An hourly rate for interpretation services.		
b. An hourly rate for the translation services.		
c. Rate for other related services such as printed materials, etc.		
d. Mileage		
Total Possible Points (per evaluator)>	100	
Interview (if needed)	50	
New Mexico Resident Business Preference: Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	10	
Veteran New Mexico Resident Business Preference: Ten percent of the total possible points to a resident veteran business. <ul style="list-style-type: none"> 20 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue. 	20	
Total Possible Awarded Points (per evaluator)>	100 - 170	

GENERAL NOTE: FAILURE TO ADEQUATELY ADDRESS AND MEET THE ABOVE REQUIREMENTS MAY BE CAUSE FOR THE PROPOSAL TO BE DEEMED NON-RESPONSIVE BY THE PROCUREMENT MANAGER.

1. Cost evaluation formula:

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

IX. METHOD OF AWARD - The District reserves the right to make award for this project as identified herein, to the top ranked evaluated to be in the best interest of the district. The below methodology will be used in the selection process.

A. EVALUATION PROCESS

1. Notice of Non-Responsiveness - For any proposal submitted which is deemed non-responsive, the Offeror will be notified in writing of such determination and the method for protesting the determination. (See Section II, paragraph C.)

2. Short listing Meeting - The Evaluation Committee established by Section 13-1-121 NMSA 1978 will meet to review the proposals. The Evaluation Committee will review each Offerors' proposal. Points will be allocated as outlined in Section V. A. and B. of this RFP, by each member of the committee. Each member's point totals will be translated to a numeric ranking. The committee member rankings will be totaled to determine the overall ranking of the firms. If more than three proposals are submitted, it is the general practice of the Evaluation Committee to hold interviews with the three highest-ranked proposals.

The Evaluation Committee may recommend an award the contract based on the results of the initial evaluation alone. If interviews are held, the technical score and the interview score will be combined, taking into consideration the resident or veteran preference calculation, to determine final award. If fewer than three proposals are received, the Evaluation Committee may recommend an award or reissue the RFP.

3. Notice of Finalists - Each responsive Offeror will be notified in writing whether their proposal has been short listed. In general, the Procurement Manager attempts to email notices two weeks before the interview date. A public log will be kept of the names and rankings of all Offerors short listed for interviews.

4. Pre-Interview Meeting with Finalists - The pre-interview meeting will be held by the District Representative to answer questions from the short-listed firms about the interview. In addition, the Evaluation Committee shall issue, through the District Representative, to the short-listed firms a list of prepared questions to be addressed at the interview. The prepared questions will be the basis of scoring at the interview.

5. Interviews with Finalists - For those firms included in the interview, notice to finalists will include the interview date and time as well as the date and time for the pre-interview meeting, if held. Interviews are generally held at the District Office, unless otherwise scheduled at the discretion of the committee. Scoring for the interview will be based on responses to the questions presented at the pre-interview meeting. Points will be allocated by each member. Each member's point totals will be translated into a numeric ranking of the interviewed firms. The rankings will be totaled and averaged to determine the overall ranking of firms for the interview.

6. Final Rankings - The combined weighted rankings from shortlist and interview determine the final rankings. The firm with the highest ranking (lowest numerical total) shall be awarded the selection.

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

The overall committee rankings, including the shortlist, interview and final rankings are public record and will be available, upon request, for public inspection at the District after the successful Offeror's contract is signed by the Owners. Ties in ranking shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring, for a tie at first:

$$\text{Firm A Tie} \quad \frac{\text{Scoring}}{\text{Numerical Ranking}} = \frac{(1\text{st} + 2\text{nd}/2)}{2} = 1.5$$

Firm B Tie (1st + 2nd/2) =1.5
Firm C 3rd =3

A tie for first, at the end of the final rankings after the completion of short listing and interviews, shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Procurement Manager of the DESIGN PROFESSIONAL RFP Process.

8. Notice of Award - The Procurement Manager shall notify all Offerors in writing of the final results of the solicitation by e-mail return receipt acknowledgement, after execution of the contract. The District shall keep one each of all proposals submitted for the procurement file.

X. SUBMITTAL REQUIREMENTS:

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP via electronic means as fore mentioned on cover., and various section of the RFP.

Due to the recent development of the covid-19 virus in New Mexico and guidance from the Governor, Bids and Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents.

THIS MEDIUM OF SUBMISSION SHALL PROVIDE A SAFE PRACTICE TO MITIGATE ANY CAUSE OR AFFECT TO MAILING HARDCOPY PROPOSALS AND COMPLY WITH SOCIAL DISTANCING GUIDELINES.

B. NUMBER OF COPIES

1. Electronic Copy Responses will be received Only

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the e-binder. Each portion of the proposal (technical/cost) must be submitted as separate e-file and must be prominently displayed on the front cover. Electronic copies must be clearly labeled and submitted bearing the following information:

Offerors should submit upload as follows:

2. Electronic Responses (LCPS's E-procurement System www.vendor.registry.com)

Proposals shall be submitted through Purchasing's electronic procurement system, the Offeror need only submit a single electronic copy of each portion of the proposal, outlined below. Please separate the proposal as described below into separate "files" for your submission.

- a. **Technical Proposals** - One (1) electronic upload must be submitted in the sequence described in proposal format below. All information for the technical proposal **must be combined into a single file/document for uploading.**
- Proposals containing confidential information must be submitted as two separate files:
 - Unredacted version for evaluation purposes.

- Upload unredacted version in “Unredacted Technical Proposal Envelope 1.1”.
 - Redacted version (information blacked out and not omitted or removed) for the public file.
 - Upload redacted version in “Redacted Technical Proposal Envelope 1.1A”
- b. **Cost Proposals** – Submit One (1) electronic cost proposal via upload. All information for the cost proposal must be combined into a single file/document for uploading.
- Upload cost proposal in “Cost Proposal File 1.2”

C. PROPOSAL FORMAT

All proposals must be submitted in electronic form and be typewritten on standard 8 ½ x 11- inch paper and placed within appropriate e-files, delineated by a section and tile page of the information that follows. Organization of electronic copy proposals shall be submitted via LCPS Vendor Registry e-procurement webpage:

1. **Proposal Content and Organization:** The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

The Offeror is particularly encouraged to address all evaluation criteria that will be evaluated as described herein. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non- responsive.

ATTENTION:

Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents.

Important Information: Las Cruces Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out LCPS’s control including but not limited to: The District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All bids/proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that Bid/RFP offers arrive before the due date and time.

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Suppliers are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time. Please Note: There is no fee to submit a bid/RFP response, contact Vendor Registry Customer Service for assistance if you see a fee is required.**

Proposal Format: Proposals shall not exceed 60 pages. Each sheet face that is printed with text or graphics counts as one page. Front Cover, Section Dividers, Letter of Transmittal, Appendix A, Appendix B and Required Forms do not count towards page count.

Technical Proposal: Binder 1.1/1.1A

- Acknowledgement of Receipt Form – **Appendix A.**
- Letter of Transmittal – **Appendix B.**
- Mandatory Requirements
- Qualifications
- References
- Proposed Solution
- Statement of Commitment

Cost Proposal: Separate Binder 1.2. - Appendix D.

- **Must provide Cost Proposal Summary.**
- **Offerors may provide their own organized itemize list of products and services with pricing as alternative fees and costs that may be advantageous to the district in the cost proposal binder for consideration.**
- **Required Signature Forms - Mandatory**
 - Completed Conflict of Interest and Debarment/Suspension Form- *Attachment 1* - **SIGNED**
 - Campaign Contributions Disclosure Form - *Attachment 2* - **SIGNED**
 - Statement of Confidentiality- *Attachment 3* - **SIGNED**
 - Acknowledgement of Amendment Form - *Attachment 4* - **SIGNED**

**APPENDICES,
ATTACHMENTS, & FORMS**

Appendix A:

**REQUEST FOR PROPOSAL
< RFP No. 20-21-11P >
ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with **ATTACHMENT 6**.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **June 4, 2021 at 2:00 p.m.** Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the 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: _____ DATE: _____

ALTERNATE CONTACT INFO

NAME: _____ e-mail: _____

PHONE No.: _ (____) _____

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

Place an "X" on the appropriate statement below:

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

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

This name and address will be used for all correspondence related to the Request for Proposal
Firm does/does not (circle one) intend to respond to this Request for Proposal solicitation.

Procurement Manager:

Name: Jerry Ontiveros
Title: Procurement Manager
District Name: Las Cruces Public Schools
Address: 505 South Main, Suite 249
TELEPHONE: (575)527-5850
Fax Number: (575)527-6619
E-mail: jontiver@lcps.net

Appendix B:

LETTER OF TRANSMITTAL FORM
SUBMIT WITH YOUR PROPOSAL

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

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

Name	
Address	

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

Name	
Title	
E-Mail Address	
Telephone	

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

Name	
Title	
E-Mail Address	
Telephone	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone	

- On behalf of the submitting organization named in item one (1) above, I accept the Terms and Conditions governing the Procurement.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

I acknowledge receipt of any and all amendments of this RFP:

 Authorized Signature and Date (Must be signed by the person identified in Item #2, above.
--

Mandatory forms and Documents requiring signatures

Attachment 1.

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

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Las Cruces Public Schools in response to the above referenced Bids/Request for Qualifications.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or board member of Las Cruces Public 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 Las Cruces Public 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 Las Cruces Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. Does vendor SIGN HERE 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 Las Cruces Public 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. **PROVIDE**

DUNS #: _____ SAMS VERIFICATION.

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: _____

Attachment 2:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

"Pendency of the procurement process" means the time period commencing with the public notice of the Request for Qualifications and ending with the award of the contract or the cancellation of the Request for Qualifications.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature:

Date:

_____ Title (position)

- OR -

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY

DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

_____ Title (position) Offeror Business Name

Attachment 3.

**LAS CRUCES PUBLIC SCHOOLS
TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY**

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Las Cruces Public Schools (LCPS) and forever thereafter, to keep confidential all information and material provided by LCPS or otherwise acquired by the Employee/Subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with LCPS, and not to release, use or disclose the same except with the prior written permission of LCPS. This obligation shall survive the termination or cancellation of the Contract between Contractor and LCPS or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to LCPS, a client or customer of LCPS, or to the owner of such information, inadequately compensable in damages and that, accordingly, LCPS 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

Attachment 4.

ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS

TO RFP # 20-21-11P

I hereby attest that I have received the following amendment(s) to the RFP _____ as follows:

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

Signed by: _____ TITLE: _____

Attachment 5.

PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

Please submit your completed proposal, including the following items. Note that the requested information is mandatory and **failure to submit these items with your response may deem it non-responsive and may be disqualified.**

- Letter of Transmittal, **SIGNED**
- Evaluation Criteria Documentation
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Statement of Confidentiality, **SIGNED**
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate issued to the Offeror by State of New Mexico Taxation and Revenue - if applicable
- Proof of Insurance including errors and omissions
- Addendums (if applicable) - **before** submitting your proposal, please check for addendums here:
<https://vrapp.vendorregistry.com/Bids/Manager/BidsList?menuItem=Solicitations> and acknowledge amendment number on transmittal page.

** If items are not completed as required, your proposal may be deemed non-responsive.*

Sample Agreement
LAS CRUCES SCHOOL DISTRICT
CONTRACTED SERVICES AGREEMENT - SAMPLE
[TITLE]

This Agreement is entered into as of the [] day of [], 20[], between Las Cruces School District No. 2 Board of Education (“the School District”) and [service provider’s name] (“the Contractor”).

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the School District hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Non-appropriation of Funding. If the School District's performance under this Agreement depends upon the appropriation of funds, and if the School District does not appropriate the funds necessary for performance, then the School District may provide written notice to Contractor and cancel this Agreement without further obligation except for payment due as mutually agreed for work in progress or completed by the Contractor.
3. Duties, Term, and Compensation. The Contractor’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in SUPPLEMENT A herein which may be amended only upon written, mutual agreement between the parties.
4. Expenses. Unless otherwise agreed in writing by the School District, the Contractor’s out-of-pocket expenses that are incurred in connection with the performance of the duties hereunder shall be considered inclusive within the terms of SUPPLEMENT A. Expenses for the time spent by Contractor in traveling to and from School District facilities shall not be reimbursable.
5. Written Reports. The School District may request that updates on project plans and/or written progress reports be provided by Contractor on a monthly basis. A final written report shall be due at the conclusion of the project and shall be submitted to the School District at such time. The final report shall be in such form and setting forth such information and data as is reasonably requested by the School District.
6. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the School District; and the Contractor hereby assigns all right, title, and interest in the same to the School District.

Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by the Contractor in rendering duties to the School District are hereby licensed solely to the School District for use in its operations.

7. Confidentiality. The Contractor acknowledges that during the engagement the Contractor will have access to and become acquainted with various information, records and specifications owned or licensed by the School District and/or used by the School District in connection with the operation of its business including, without limitation, the School District's processes, methods, staff/student data, accounts and procedures, etc. The Contractor agrees that the Contractor will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the School District. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the mission of the School District, whether prepared by the Contractor or otherwise coming into the Contractor's possession, shall remain the exclusive property of the School District. The Contractor shall not retain any copies of the foregoing without the School District's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the School District, the Contractor shall immediately deliver to the School District all such files, records, documents, specifications, information, and other items in the Contractor's possession or under the Contractor's control.
8. Conflicts of Interest; Non-hire Provision. The Contractor represents that Contractor is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering the Contractor's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which Contractor does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of the Contractor's productive time, energy and abilities to the performance of the Contractor's duties hereunder as is necessary to perform the required duties within the time period outlined in this agreement or otherwise, in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the School District. The Contractor shall not, directly or indirectly hire any employee of the School District, and no School District employee may be simultaneously employed by the Contractor during the effective period of this agreement.
9. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the

School District under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any legal action, and the breach by the Contractor of any of the provisions of this Agreement will cause the School District irreparable injury and damage. The Contractor expressly agrees that the School District shall be entitled to injunctive and other equitable relief in the event of, or in prevention of, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the School District may have for damages or otherwise. The various rights and remedies of the School District under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

10. Termination. The School District may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime

or offense, fails or refuses to comply with the written policies or reasonable directive of the School District, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the School District at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

11. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, or agent of with the School District for any purpose. The Contractor is and will remain an independent contractor in the Contractor's relationship to the School District. The School District shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the School District hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
12. Insurance. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner:
 - a. Comprehensive General Liability Insurance:
 1. Property damage: Not less than \$100,000 each occurrence,
 2. Medical expense: Not less \$300,000 each occurrence,
 3. Bodily injury (excludes medical expense): Not less than \$400,000 any one person, and
 4. Maximum per occurrence (excluding medical expense): Not less than \$750,000 each occurrence.
 - b. Workers' Compensation Insurance (if applicable) in statutory form covering all contractor's employees.
13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
14. Choice of Law. The laws of the state of New Mexico shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
15. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in accordance with the rules of the American Arbitration Association. The parties agree that any arbitration proceeding shall be conducted in Las Cruces, New Mexico, and any subsequent judicial filing or review will be filed in the Third Judicial District of New Mexico or in the federal courts of New Mexico. Furthermore, any judgments upon award shall be entered in the courts of New Mexico.
16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

18. Assignment and Subcontract. The Contractor shall not assign any of the Contractor's rights under this Agreement, or delegate the performance of any of the Contractor's duties hereunder, without the prior written consent of the School District.
19. Background Checks. The Contractor shall be responsible for complying with the provisions of §22-10A-5 NMSA 1978 requiring two fingerprint cards from employees having unsupervised access to students **and expense of obtaining the background check.** The cards shall be submitted to the School District for obtaining the employees' Federal Bureau of Investigation record. Convictions of felonies or misdemeanors contained in the Federal Bureau of Investigation record, if supported by independent evidence, may form the basis for the employment decisions for good and just cause. Records and any related information shall be privileged and shall not be disclosed to any person not directly involved in employment decision of Contractor's employee with unsupervised access to students.
20. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such

Notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service.

21. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor: [name]
 [Street address]
 [City, state, zip]

If to the School District: Superintendent
 Las Cruces School District
 505 S. Main St.; Suite 249
 Las Cruces, NM 88001

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

22. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
23. Entire Understanding. This document and any supplement attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

24. Non-enforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

SUPPLEMENT A

**LAS CRUCES SCHOOL DISTRICT
CONTRACT SERVICE AGREEMENT- *SAMPLE***

[TITLE]

DUTIES, TERM, AND COMPENSATION

DUTIES: As per the terms and conditions of RFP 20-21-11P, the Contractor will provide professional interpreter and translator services. Any change to the work must be within the scope of work described herein. Contractor will report directly to the Assistant Superintendent of Special Education and to any other party designated by the Assistant Superintendent of Special Education in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the School District and agreed to by the Contractor.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through [date] or earlier upon completion of the Contractor's duties under this Agreement. The work may be temporarily stopped or delayed due to unforeseen circumstances upon written approval by the Owner. The Agreement may be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

A. As full compensation for the services rendered pursuant to this Agreement, the School District shall pay the Contractor at the hourly rate of [dollar amount] per hour, with total payment not to exceed [dollar amount] without prior written approval by an authorized representative of the School District. Such compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation. After the thirtieth day from the date, written certification of acceptance is issued by the School District, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Contractor

Signed: _____

Print Name: _____

Date: _____

Las Cruces School District No 2

Finance Department: _____ Date: _____

Principal/Administrative Head: _____ Date: _____

Purchasing Department: _____ Date: _____