



**RIO RANCHO PUBLIC SCHOOLS
PURCHASING DEPARTMENT
500 LASER RD NE
RIO RANCHO, NEW MEXICO 87124**

Request For Proposals Number: RFP No. 2025-010-C&I

TITLE: Software Related to Instructional Products

Submittal Due Date: November 21, 2024

Time: 2:00 PM (MT)

Location:
Rio Rancho Public Schools
Attn: Michael Madrid CPO, CPPB
Director of Purchasing/Chief Procurement Officer
500 Laser Road NE
Rio Rancho, NM 87124

Submittal: **Electronic Submittal**

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27>

The Rio Rancho Public School District (“RRPS”) seeks to acquire software related to instructional products as identified in the scope of work. The district seeks a one-year contract to begin July 1, 2025, and renewable automatically for up to eight years. Processes to set up the system and begin training users will occur during school year 2024-2025.

All interested parties are strongly encouraged to submit a proposal for the software related to instructional products identified within this RFP. Please carefully read all instructions, specifications, terms, and conditions.

Failure to comply with the instructions, specifications, terms and conditions of this RFP may result in your offer submittal being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities, and kickbacks §13-1-191 NMSA 1978. This RFP is issued under, and all proposals submitted in response to this solicitation shall be subject to the State of New Mexico Procurement Code 13-1-21 through 13-1-199, NMSA 1978.

PROPOSAL SUBMITTALS:

RRPS is no longer accepting Proposals in paper copy, all submittals shall be submitted/uploaded to the referenced link address by the due date and time. The system will automatically reject any submittals that are provided after the referenced day/time. Proposal submittals must be submitted electronically to:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27>

Contact Person: Michael P. Madrid CPO, CPPB,
Director of Purchasing/Chief Procurement Officer
Rio Rancho Public Schools
Purchasing Department
500 Laser Road NE
Rio Rancho, New Mexico 87124
E-mail: michael.madrid@rrps.net
Phone: 505-962-1143

ATTENTION:

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



Solicitation List Link:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27>

Vendor Registry Link:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/rio-rancho-public-schools-purchasing-nm-vendor-registration>

Vendor Registry's Log in (This link is for the vendor's to log in through to go to their Bid Center where they can find all of their bids with their registered buyers. They can also access your bids through your solicitation link):

CONTACT INFORMATION:

RFP #2025-010-C&I – Software Related to Instructional Products

Any inquiries or requests regarding this procurement should be submitted to the Director of Purchasing. Please be advised that other RRPS employees do not have the authority to respond on behalf of RRPS. Any question or clarification should be uploaded into the Vendor Registry link listed above for review, response and upload into the applicable Addenda.

All interested parties are strongly encouraged to submit a proposal for any or all of the services referenced within this RFP. Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this RFP may result in your proposal submittal being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978.

SEQUENCE OF EVENTS

The Director of Purchasing will make every effort to adhere to the following schedule (Please note that all times referenced are Mountain Standard Time Zone):

Action	Responsibility	Date
Publish ITB/RFP	Procurement	October 27, 2024
Issue ITB/RFP https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27	Procurement	October 28, 2024
Pre-Bid/Proposal Conference (Non-Mandatory) Access to the meeting is virtual using the following meeting link. Meeting ID meet.google.com/deh-qtmk-fzy Edit Phone Numbers (US)+1 609-800-2692 PIN: 467 941 059# NOTE: To access google meet, hover over the meeting ID link, hold down control button on the keyboard and then click on the link.	Procurement	October 30, 2024 @ 9:30 A.M.
Deadline to submit written questions Upload to: https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27	Potential Bidder/Offeror	November 13, 2024 @ 2:00 p.m.
Issue Addenda: (If Required) Proposal submittals must be submitted electronically to: https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27	Procurement	November 15, 2024
Submission of RFP: Electronic submission: Link: Proposal must be submitted electronically to: https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27	Bidders/Offeror	November 21, 2024 @ 2:00 p.m.
Pass/Fail of RFP required documents:	Procurement	November 21, 2024 @ 2:30 p.m.
Evaluation Committee meeting on RFP final scoring – Board Room 1	Procurement	December 02, 2024 @ 9:00 a.m.
Interviews/Product Demonstrations Road Room 2		January 13, 2025
Recommendation for Award to RRPS Board		January 27, 2025
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Issue Notice of Award, prepare contract	District	TBD

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I. INTRODUCTION

1.1 PURPOSE OF THIS REQUEST FOR PROPOSAL

Rio Rancho Public Schools (“RRPS”) is seeking to retain Software Related to Instructional Products as referenced in the scope of work.

1.2 DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this request for Proposal (RFP), including appropriate abbreviations.

“Award of Contract” shall mean a formal written notice by the District that a firm(s) has/have been selected to enter into a contact for services.

“Contract” means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Contractor” means successful Offeror awarded the contact.

“Determination” means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Director of Purchasing” is the head of RRPS’ Purchasing Office and individual responsible for administering this procurement process.

“District Representative” is the individual who is an employee of the school district, named in this Agreement, with the authority to act for RRPS with respect to this Agreement unless otherwise specifically noted.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

“Owner” is the Board of Education of the Rio Rancho Public Schools (RRPS).

“Proposal” is the Offerors response to this RFP.

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

“Resident Business” or “Resident Contractor” means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

RESIDENT PREFERENCE:

RESIDENT BUSINESS, NATIVE AMERICAN BUSINESS OR VETERAN RESIDENT BUSINESS PREFERENCE CERTIFICATE IN ACCORDANCE NMSA 13-1-21 AND 13-1-22 EFFECTIVE JULY 1, 2022:

It will be the sole responsibility of any Proposer claiming a Resident Business, Native American Business Preference or Veteran Resident Business Preference to apply to the State of New Mexico Department of Taxation and Revenue for the proper certification and to receive approval, a certification number, and a certificate prior to the date and time for receipt of Proposals. Requests for qualification as a Resident Business, Native American Business or a Veteran Resident Business after receipt of Proposals will not be considered.

- To receive a Resident Business Preference or a Native American Business preference, a business or contractor shall submit with its Proposal, a copy of a valid resident business certificate or valid Resident/Native American certificate issued by the NM Taxation and Revenue Department.

When a public body award(s) a contract using a formal request for proposals process, a resident contractor shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident contractor possessing a valid resident contractor certificate.

To receive a Veteran Resident Business Preference, the contractor shall submit with its Proposal, a copy of a valid veteran resident business certificate issued by the NM Taxation and Revenue Department.

The preference is limited in any calendar year, to an aggregate of \$3,000,000 in purchases by public bodies from all resident veteran businesses receiving preferences.

The preferences do not apply when the expenditure includes federal funds for a specific purchase.

In addition to the veteran resident preference certificate, the veteran resident contractor shall provide any additional documentation required to validate the percentage of preference to be awarded.

If there is a joint proposal or joint proposal by a combination of Resident, Native American, Veteran resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint Proposal or proposal.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal, which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

“RRPS Board of Education” means the five member elected board that sets policy and approves the annual budget for the District. The RRPS Board of Education also hires the RRPS Superintendent who oversees the operations of the district. The RRPS Board of Education approves all contractor selections.

“RRPS Legal Department” means the Chief Legal Counsel or designee.

“Selection Committee” means a body constituted in accordance with Section 13-1-117.1 NMSA 1978 and N.M.A.C 1.4.1.38 to perform the evaluation of Offeror proposals.

“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.

The terms **“must,” “shall,” “will,” “is required,” or “are required”** identify a necessary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offerors proposal.

The terms **“can,” “may,” “should,” “preferably,” or “prefers”** identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offerors proposal. Rejection of the proposal will be subject to review by the Selection Committee and the final decision or rejection will be made by the Committee Chairman.

1.3 BACKGROUND INFORMATION

Rio Rancho Public Schools (“RRPS”) was founded in 1994 and is the third largest district in New Mexico. The district employs more than 2,340 staff members. Enrollment, as of February 2024, includes 16,000 students in grades K-12. At the start of this subscription, it is anticipated that the district will have 10 or 11 elementary schools, 4 middle schools, 2 comprehensive high schools, 3 small specialized high schools, and 1 district office. Preschool students are not included in the scope of this software related to instructional products.

II. CONDITIONS GOVERNING THE PROCUREMENT

2.0. EXPLANATION OF EVENTS

2.1. **Issue of RFP** - This RFP is being issued by RRPS in accordance with the provisions of Sections 13-1-117.1 and RRPS Board Policy 613.

2.2. **Deadline to Submit Additional Questions/Clarifications** - Potential Offerors **may** submit additional electronic questions as to the intent or clarity of this RFP by the date and time specified in the Sequence of Events. All electronic questions **must** be uploaded into Vendor Registry using the following link:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27>

Only those questions that have been timely uploaded into Vendor Registry will be addressed within an Addenda. Vendors should review the submittal deadline for uploading questions as referenced in the sequence of events.

After the proposal submission due date, the Offerors are not allowed any contact with the district representative.

2.3. **RFP Amendments/Addendum** - Should an amendment/addendum to this RFP be deemed necessary between the issuance of the RFP and the proposal submission deadline, it will be posted on the Procurement Website and Vendor Registry's Website: Proposal submittals must be submitted electronically to:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27>

The form **must be downloaded by the offeror** signed by the Offeror's representative, and included with the response to this procurement. Please refer to the sequence of events section for an exact date when the amendment/addendum will be posted.

2.4. **Submission of Proposals** - All proposals **MUST** be received for review and evaluation by the Director of Purchasing or designee no later than the date and time as referenced in the Sequence of Events Section. **The link for the offeror to upload proposals after the designated date and time will automatically be removed once the deadline for submittal has passed.** The date and time of receipt will be recorded electronically for each proposal submittal. Proposals must be electronically submitted to the following link address: Proposal submittals must be submitted electronically to:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27>

Proposals submitted by facsimile or other electronic means will not be accepted. A public electronic log will be kept of the names of all Offerors. Pursuant to section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

Proposals will be reviewed, for completeness and compliance with requirements, by the Director of Purchasing, or designee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination.

2.5. Proposal Evaluation/Short listing - The evaluation of proposals will be performed by the Selection Committee appointed the Director of Purchasing and RRPS Research, Software related to instructional products. During this time, the Director of Purchasing may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

It is at the Selection Committee's sole discretion to hold interviews with the firms with the highest scored proposals. The Selection Committee may award the selection based on results of the short listing. If fewer than three proposals are received, the Selection committee may recommend an award or direct that the RFP be reissued.

2.6. Award – If the Selection Committee makes a determination that interviews are to be held, or that no interviews will be held. Award shall be issued to the highest ranked offeror.

RRPS reserves the right to waive technical irregularities in the form of the bid or proposal of the Offeror which do not alter the quality or quantity of the services, construction or items of tangible personal property bid or offer. RRPS shall provide a written determination showing the basis for the award, which shall become a permanent part of the procurement file.

The contents of any proposal shall not become available to competing Offerors or any other person without a lawful interest during the negotiation process or until the contract is awarded. Upon award, unless exempted under the confidentiality provision, all proposals are open and available for public inspection.

The schedule of payment will be as agreed upon during final negotiations or upon receipt of good/service as applicable. All proposals will be considered valid for a period of 90 days unless otherwise stated by the offeror.

Once awarded, any contract issued as a result of this solicitation will be the final expression of the agreement between the parties and may not be altered, changed or amended except in writing. The contract between RRPS and the successful offeror shall be deemed to contain the terms and conditions of this request for proposal, unless expressly stated otherwise in writing.

Any Offeror who is aggrieved in connection with an award or any other procurement action may protest to the Director of Purchasing. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

2.7. Pre-Interview Meeting (If Required) – Included, with the notice to firms selected for interview, will be a notice of date and time for the pre-interview meeting. The pre-interview meeting may be held by the Director of Purchasing to answer questions from the short-listed firms about the interview process. Also, at the Pre-Interview meeting, the Selection Committee may issue, through the Director of Purchasing, the list of prepared questions to be addressed by the firms at the interview. These questions are the basis of scoring by the committee.

2.8. Notice of Finalists (If Required) – Each responsive Offeror will be notified in writing as to the results of the short listing. This notice will include the overall scores awarded by the Selection Committee for all proposals submitted and will note firms selected for interviews. In general, the Selection Committee attempts to mail notices one week prior to the interview date. A public log will be kept with the names and overall scores of all Offerors short listed for interviews.

For those Offeror selected for interview, notice to finalists will be provided and will include the interview date and time. Interviews may be held using Google Meet Invite (Remotely). The interview Google Meet may be changed at the discretion of the Selection Committee. Scoring for the interview will be based on responses to questions presented at the interview meeting. Interview scoring will total approximately 50 points (excluding eligible preferences for Resident Business or Resident Veteran Business).

The firm(s) with the highest combined scores from shortlist and interview (if held) will be recommended for award.

2.9. Notice of Award – RRPS will notify offerors in writing of the final award. This notice will include the interview scores (if applicable) of firms and final combined scores for the project. At this time, all proposals that were submitted are open for public inspection for a period of 30 days after the award.

2.10. Contract Negotiations – The Owner and the successful Offeror(s) will begin contract negotiations as soon as possible after notice of award. Fees shall be included in your solicitation are subject to negotiations. If contract negotiations are not finalized within a reasonable period of time, the Owner will conclude negotiations with the selected firm and begin negotiations with the next highest scored firm based on final scoring.

Offeror shall provide within their response any contractual language they propose for inclusion in their contract. RRPS reserves the right to negotiate any information received including rejection of language proposals should it be determined to be in the best interest of RRPS.

2.11. RRPS Board of Education Approval – The award(s) are not final until approved by the RRPS Board of Education.

III. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the project will be completed

3.0 Protest Deadline - Any protest by an Offeror must be in conformance with 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Offerors shall begin on the day following the contract award and will end as of 5:00 PM MDT on the fifteenth (15) calendar day following the agreement award. Protests must be written and must include the name and address of the Protestant and the request for the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Director of Purchasing. The protest must be delivered to the following address

Name	Michael Madrid, CPO, CPPB
Title	Director of Purchasing/Chief Procurement Officer
Address:	Rio Rancho Public Schools 500 Laser Road, NE Rio Rancho, NM 87124
Telephone:	(505) 896-0667, Ext 51137
E-Mail:	michael.madrid@rrps.net

Protests received after the deadline will not be accepted.

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

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

3.3. Offeror's Rights to Withdraw Proposal - Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative(s) addressed to the Director of Purchasing. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

3.4. Disclosure of Proposal Contents - The proposals will be kept confidential until Contract is awarded by the RRPS Purchasing Department. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Director of Purchasing will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Director of Purchasing shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

3.5. Termination - This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when the Procurement Department determines such action to be in the best interest of the RRPS.

RRPS may by written notice cancel contract for contractor's default in whole or in part, at any time contractor refuses or fails to comply with the provisions of the contract, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, RRPS may purchase of otherwise secure item(s) or service(s) and, except as may be otherwise provided; contractor shall be liable to RRPS for any excess costs occasioned thereby.

If after notice of cancellation for default, RRPS determines that the contractor was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the contractor, cancellation shall be deemed for the convenience of RRPS, unless RRPS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet requirements.

RRPS may by written notice stating the extent and effective date, cancel the contract for convenience, in whole or in part, at any time. RRPS shall pay contractor as full compensation for performance until such cancellation (1) the unit or prorate order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by contractor as approved by RRPS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.

If RRPS determines that contractor has been delayed due to causes beyond the control and without the fault and negligence of the contractor, RRPS may extend the time for completion when promptly applied for in writing by the contractor. Sole remedy of contractor in event of delay by failure of RRPS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. Contractor is defined as the contractor and any sub-contractors at any tier.

3.6. Sufficient Appropriation – Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Owner’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If determination is made that there is insufficient funding to continue or finalize a project, the contractor will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

3.7. Standard Contract – The Owner will use the RRPS document agreement between Rio Rancho Public Schools and the Service Professional.

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

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

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

3.11. Release of Information – Only the Owner is authorized to release information regarding the services provided under this RFP. The Offerors 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.

3.12. Reporting – Meetings with the Owner, Owner representative and User Agency Representative are required based on the Owner’s requirements.

3.13. Ownership of Documents – The Owner shall retain all rights to any and all documents generated as a requirement of services provided. All documents submitted in response to the RFP shall become the property of the Agency.

3.14. Records, Statutes – Records shall be maintained by the successful Offeror as required by applicable municipal, federal or state laws, ordinances, codes, and any contract arising from this solicitation. At any time during normal business hours and as may be deemed necessary, there shall be made available to RRPS for examination all of contractor's records relevant to this or any subsequent agreement. RRPS may audit, examine and/or make excerpts or transcripts, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.

The proposal and any subsequent contract are to be governed by the laws and statutes of the state of New Mexico. Any provision required to be included in a contract of this type by an applicable valid executive order, federal, state, or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

3.15. Indemnification – Offeror agrees to defend, indemnify, and hold harmless RRPS and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any services performed by the contact under this agreement.

3.16. Conflict of interest – Offeror warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or regained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fid employees or bona fid established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business. For violation or breach of this warrant, RRPS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

In signing this proposal, the offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the fee competitive process in connection with this solicitation.

Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

3.17. RRPS Background Checks - Contractor shall be responsible for the supervision and execution of Services by its employees. All shall be required to pass the necessary background screening process in accordance to Rio Ranch Public School District policies and procedures –see attached Appendix G.

IV. RESPONSE FORMAT AND ORGANIZATION

4.0. Number of Responses

Only one proposal may be submitted by each individual entity for the project(s), which is the subject of this RFP.

4.1. Number of Copies

Offerors shall provide (upload) one electronic copy of their proposal to Vendor Registry. Proposal submittals must be submitted electronically to:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27> before the close date and time for receipt of proposals.

4.2. Proposal Format

- Front cover (blank on back side)
- Submittal Letter
- Table of Contents page
- Sections 1 –4 (Evaluation Criteria)
 - Experience and References
 - Service/Support/Training
 - Product Features, Technical Specifications and Available Options
 - Cost/Price

APPENDIX A CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B RESIDENT VETERANS PREFERENCE CERTIFICATION
(CERTIFICATE

REQUIRED). RESIDENT BUSINESS PREFERENCE CAN ALSO BE
INCLUDED (CERTIFICATE REQUIRED)

APPENDIX C CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION
CERTIFICATION FORM

APPENDIX D OFFEROR INFORMATION/SIGNATURE PAGE

APPENDIX E CERTIFICATE OF INSURANCE (Accord Standard Form)

APPENDIX F BUSINESS REFERENE FORM

APPENDIX G BACKGROUND CHECK REQIREMENTS

ATTACHMENTS:

- W-9
- Applicable Licenses, Certifications, Education Confirmation
- Back cover (blank on one side)
- Additional contractual language the offeror solicits RRPS' approval.

Any proposal deemed non-conforming by the Director of Purchasing about format could be considered non-responsive. Offerors shall contact the Director of Purchasing to clarify any questions concerning format prior to submission.

4.2A Pricing: Offeror shall identify all expenses including training for deployment of the proposed product.

4.3. Proposal Organization - All pages should be numbered. Proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Section 1 through 4, are helpful.

4.4. Submittal Letter – Each proposal must be accompanied by a submittal letter. The submittal letter should reference the category of educational services the Offeror is submitting for. Offeror shall acknowledge compliance with the following items:

- a. Identify the submitting business primary address;
- b. Identify name and title of the person(s) authorized by the company to contractually obligate the business for purposes of this RFP ;
- c. Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
- d. Explicitly indicate acceptance of the Conditions Governing this Procurement.
- e. Be signed by a person authorized to contractually obligate the Offeror;
- f. Acknowledge receipt of any and all amendments to this RFP;

V. SPECIFICATIONS

5.0 Detailed Scope of Work

Introduction:

Rio Rancho Public Schools is undertaking a request for proposal to evaluate product functionality in relation to educational curriculum and assessment tools across multiple disciplines for secondary students in New Mexico. This document outlines the scope of our requirements and serves as an invitation for vendors to provide proposals that will aid in the selection of a product for our online learning platform. Additionally, if there is an existing cooperative agreement relevant to our needs, please include the procurement details for consideration.

Scope of Work

New Mexico educational institutions frequently provide solutions that enable the development and delivery of educational curriculum and assessment tools across multiple disciplines in the secondary classroom. Consequently, Members seek software applications and related products that are competency-based, integrated, and flexible to meet individual, group, and institutional goals and requirements. Given the diversity of educational environments in New Mexico communities, a variety of curriculum delivery systems are requested to facilitate web-based and local area network access, as well as stand-alone workstations, utilizing the latest and most effective technologies available. The product should be comprehensive in its availability. It should provide stand alone (with allowable changes by the end user) to grade 6-8, 9-12, or 6-12 in all content areas that would be available in a traditional middle and/or high school.

Providers should have experience in developing, marketing, and implementing Application Service Provider (ASP) and/or computer-based curriculum delivery applications in various disciplines for secondary students, as well as packaging and licensing computer software commonly used in 6-12 classrooms.

The solutions offered must come from Offerors with experience as developers of instructional software who are committed to ongoing research, flexibility, and development. The courseware provided must be developed, evaluated, and revised based on live data collection and analysis of actual student responses provided by current users of the proposed solutions. They must also have the ability to adjust and respond to the needs of the district based on state standards and RRPS graduation requirements. This will include full courses available for complete curricular work and credit recovery for students repeating classes. It should be comprehensive in its availability for students in grades 6-8, 9-12, or 6-12.

The scope of work and minimum specifications provided herein are intended to define and establish the minimum quality and characteristics of the desired equipment and systems. They are based on specifications for acceptable brands. Offerors are encouraged to offer a broad and complete product line of Educational Managed Multimedia Classroom Curriculum Courseware, Licensed Packaged Software, and Related Instructional and Supplemental products in their proposals.

The product should include curriculum availability across all core and elective courses including delivery of instruction, practice opportunities, and assessment for proficiency in a variety of formats. All content should be represented in the accredited curriculum and program. The program can be for grades 6-8, 9-12, or 6-12. It should meet all curricular needs and be flexible enough for RRPS to make adjustments based on student needs, IEPs, 504, and credit recovery to match the already established curriculum documents in the district.

Companies submitting a proposal should refer to the Scope of Work for Online Instructional Program Tool Worksheets for additional details about program requirements when developing their proposal.

VI. EVALUATION

Proposals shall be reviewed initially by the Purchasing Staff for completeness to ensure that all of the required forms have been provided. The mandatory evaluation requirements will then be reviewed. The proposals that meet the mandatory requirements will then be provided to the Evaluation Committee. Proposals shall be evaluated solely on the stated criteria listed in the RFP. Only material presented in the written proposals can be considered in the evaluation.

For those firms meeting the mandatory criteria, the weighted evaluation criteria will be utilized to determine the most responsive and responsible firm submitting the best value as defined by this package. RRPS will enter into contract negotiations with the firm that most nearly meets our service needs, has a strong background in one or more of the four areas listed below and provides a favorable financial offer. If RRPS is unable to come to terms with the selected firm for each of the four areas of expertise, RRPS will proceed to the next best firm and so on until all acceptable offers are exhausted.

A scoring sheet/evaluation will be provided to each committee member in the process of awarding and totaling points.

Once the proposals have been evaluated and scored by individual committee members, the entire committee may meet to discuss the proposals and arrive at the final scoring. The evaluation committee should discuss all aspects of the proposals so that there is a "unified understanding" of the criteria and corresponding responses. Individual scores may be adjusted at this point based upon discussion. The committee may tally the final point assignments by a consensus score for each of the weighted evaluation criteria.

During the evaluation process, the committee members may request clarification information. All clarification questions will be communicated with the Offeror in writing by the Purchasing Staff. Clarification responses will then be provided to the evaluation committee. Selection of one firm for more than one area of expertise is possible.

6.0. Evaluation Criteria

IMPORTANT: Offeror needs to ensure that the response provided addresses the five evaluative areas.

6.1 **Short listing** – A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection. A resident business, pursuant to Section 13-1-22 NMSA 1978, shall be awarded the equivalent of five percent of the total possible points to be awarded. When a joint proposal is submitted by both resident and nonresident business, the resident preference shall be reduced in proportion to the

percentage of the contract, based on the dollar amount of the fee proposed in Section IV that will be performed by a nonresident business. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criteria are as follows:

	Factor	Points
1.	I. Experience and References: Submit a firm profile; submit detailed information describing your firm's qualifications providing services as requested in the Scope of Services. Provide information about the firm that demonstrates the ability and capacity of the firm as it relates to the competencies requested to perform the requested services/products.	15
2.	II. Service/Support/Training: Submit a minimum of three (3) past and/or current customers that your firm has provided similar services as requested in the Scope of Services. Include number of years providing service/product, contact person name, telephone number and email address.	20
3.	III. Product Features, Technical Specifications and Available Options: Submit information of your firm's staff that will handle or manage all aspects of the awarded contract with RRPS. Include roles, responsibilities, staff resumes and organizational chart.	25
5.	V. COST/PRICE	40
	Total Points without Oral Presentation/Interview	100
	Total (50 Points with Oral Presentation/Interview if required)	150

Respondents to this RFP must meet ALL of the following requirements to be further considered using the Evaluation Criteria described below:

6.2. Interview (If required) – Approximately 50 points are possible in scoring each interview/product demonstration for this RFP. The selection Committee will provide at the pre-interview meeting, a list of questions relevant to the project. These questions shall be addressed by the firms at the interview. Each question will carry equal point value. The interview will allow time for a question and answer session in response to the prepared question.

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP NO. 2025-010-C&I Software Related to Instructional Products

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 commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

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)

APPENDIX B

Resident Veterans Preference Certification

_____(NAME OF CONTRACTOR) hereby certifies the following in regard to Application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January lending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Representative) *

(Date)

(Signature of Business

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or =award of the procurement involved if the statements are proven to be incorrect.

APPENDIX C

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM RFP NO. 2025-010-C&I Software Related to Instructional Products

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Rio Rancho Public Schools in response to the above referenced 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 Rio Rancho Public Schools (or close relative), except for 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 Rio Rancho 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 Rio Rancho 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. _____

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering 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 Rio Rancho Public School's Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

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

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

APPENDIX D

OFFEROR INFORMATION/SIGNATURE PAGE
RFP NO. 2025-010-C&I
Software Related to Instructional Products

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TIME PERIOD SPECIFIED. AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.

PLEASE RETURN THIS PAGE COMPLETED IN FULL OF YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE _____

TITLE _____

ALTERNATE CONTACT

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

ALTERNATE SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE _____

TITLE _____

APPENDIX E - INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE:

The Contractor shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the Purchase Order/Agreement showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificate of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. "The Board of Education of Rio Rancho Public Schools, Rio Rancho Public Schools, its agents, servants and employee are held as additional insured."
2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty-five (45) days written notice has been provided to the owner."

COMPENSATION INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation as required by applicable State law for all Contractor's employees to be engaged at the site of the project under this project and in case of any such work sublet the Contractor shall require the subcontractor or sub subcontractor similarly to provide Worker's Compensation Insurance for all the subcontractor's or sub subcontractor's Workers which are covered under the Contractor's Worker's Compensation Insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Status, the Contractor shall provide and shall cause each subcontractor or sub subcontractor to provide Employer's insurance in any amount of not less than \$500,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE:

The contractor shall procure and shall maintain during the life of this contract Public Liability Insurance as required by applicable State law. In case of any work being sublet, the Contractor shall require the subcontractor or sub-subcontractor similarly to provide Public Liability Insurance for all the subcontractor's or sub-subcontractor work being performed under this Purchase Order/Agreement. In any case, whereby the Contractor's sub-contractor or sub-subcontractor services are not covered under separate policy, the Contractor shall provide and shall cause each subcontractor or Sub-subcontractor to be covered under the contractor's policy. The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective May 01, 2024, are:

\$1,000,000 per occurrence; \$2,000,000 annual aggregate.

CONTRACTOR'S PROFESSIONAL LIABILITY INSURANCE:

The contractor shall procure and shall maintain Professional Liability Insurance as required by applicable State law or professional responsibility requirements.

CONTRACTOR'S VEHICLE LIABILITY INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978." The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992, are:

Bodily Injury	\$750,000 Each Occurrence
Property Damage	\$100,000 Each Occurrence

SUBCONTRACTOR'S AND SUB CONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:

The Contractor shall either:

1. Require each subcontractor or sub-contractor to procure and maintain during the life of the subcontract or sub subcontract public Liability Insurance of the types and amounts specified above or,
2. Ensure the activities of the subcontractors of sub subcontractors in the Contractor's Policy as required under this Article.

GENERAL:

All Insurance policies are to be issued by companies authorized to do business under the laws of the state in which work is to be done and acceptable to owner.

The Contractor shall not violate, permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements for the insurance companies writing said policies.

APPENDIX F - BUSINESS REFERENCES

OFFERORS SHALL PROVIDE REFERENCES ONLY ON THIS FORM. REFERENCES CANNOT BE RIO RANCHO PUBLIC SCHOOL DISTRICT.

1. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____
COMMENTS: _____

2. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____
COMMENTS: _____

3. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____
COMMENTS: _____

