

**LAS CRUCES SCHOOL DISTRICT NO.2
REQUEST FOR PROPOSAL NO: 17-18-05P
INTERACTIVE ONLINE COMPLIANCE TRAINING SOFTWARE**

RFP NO: **17-18-05P**

DUE DATE/TIME: **July 2nd, 2018 @ 10:00 a.m.**

Commodity Code: **92435, 92478, 92471, 92416, 92440**

I. INTRODUCTION

A. Las Cruces Public Schools District No.2 (School District) is seeking proposals from reputable companies offering interactive online training compliance software to assist with mandatory annual and recurring training needs governed by State, Federal, and locally determined training requirements for School District employees.

1. Responses will be evaluated for the purpose of obtaining required services from the firm submitting the highest ranked proposal based on the criteria stated herein.
2. Proposal responses must be received in *sealed packages* by the above **DUE DATE & TIME** at the Purchasing Office, 505 S. Main St., Suite 249, Las Cruces, NM 88001. *The proposal number must be annotated at the bottom right hand corner of the package.*
3. Late proposals will not be accepted and will be returned unopened.

B. Inquiries regarding this solicitation may be addressed by contacting Mr. Will Manning, Director of Purchasing at (575) 527-5846/wmanning@lcps.net and/or Jerry Ontiveros, Contracts Administrator, at (575) 527-5850/jontiver@lcps.net. Questions to this proposal will be addressed by electronic amendment pertaining to RFP requirements. Amendment(s) shall be emailed to all prospective respondents for a quick response turnaround.

1. Prospective vendor 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>.
2. To view advertised/posted Bids/RFPs go to link: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b006d03c-8caf-494f-a267-2a40765d3bc4>. To open and view Bids/RFPs, vendors must be registered via Vendor Registry and signed in to view.

C. All prospective respondents will comply with all local, state and or federal laws prohibiting bribes, gratuities, and kickbacks.

D. By responding to this request for proposal, the respondent warrants that it has no interest and will acquire no interest, which would directly, or indirectly

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conflict in any manner or degree with the performance of the proposed service. Sign and return “*Conflict of Interest*” statement enclosed as *Attachment A*.

E. Respondents are required to complete and return within their Proposal Submittal Package the **Campaign Contribution Form** enclosed as *Attachment B*.

F. Each respondent must attest to their status of **Certification, Debarment, Suspension, and Ineligibility and Involuntary Exclusion** by completion and return of the subject letter enclosed as *Attachment C*.

G. New Mexico companies or contractors who wish to obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the State Taxation effective as of January 1, 2012. This in-state preference does not apply to contracts that use federal funding. As per 13-1-22 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident contractor certificate issued by the taxation and revenue department. Insert tab as *Attachment E* and label as “*Resident Contractor Certificate*” followed by enclosed certificate.

II. Background

A. Las Cruces School District is the third largest school district in New Mexico and has a long tradition of educational excellence. Its mission is to provide a student-centered learning environment that cultivates character, fosters academic excellence and embraces diversity. LCPS schools are located in the City of Las Cruces, Town of Mesilla, Doña Ana, White Sands Missile Range, all located in Doña Ana County of southern New Mexico. There is a total of 40 schools, approximately 24,300 students, and approximately 3,200 total staff employed as of website data dated June 05, 2018.

III. Scope of Services

A. The School District is seeking to continue and effectively implement as soon as possible a competitive Interactive Online Web-Based Training System Module to address compliance training requirements governed by State, Federal and/or local authorities as applicable to School District employees.

B. Contractor shall have the responsibility to research mandatory State and Federal compliance training requirements. Requirements identified shall be submitted for recommendation to the Human Resources Department and/or responsible department for inclusion into the Training modules. The Contractor shall provide support documentation for regulatory guidance for mandatory use and/or recommended guidance for optional use within the agency.

C. Human Resources Department shall have Oversight responsibility for the District’s web-based training module and shall work closely with intra-agency departments and the successful contractor in identifying regulatory

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training requirements. HR and/or departments shall work with the Contractor to determine how materials shall be constructed, formatted, and/or conveyed for District employees or student use. General criteria of training capabilities are as follows:

1. Ability to provide a large number of quality, up-to-date online training classes, both compliance and soft skills based especially in areas of Human Resources and Environmental/ Occupational Health and Safety.
 - Child Abuse
 - Blood Borne Pathogens
 - Staff Conduct
 - Code of Ethical Responsibility
 - Employee Safety and Precautions
 - Other – OSHA for Physical Plant employees
 - Substance Abuse
 - Anti-Bullying
 - Title IX
 - Drug Free Workplace
 - Food Allergies
 - Other training as determined for expansion and growth needs.
2. User friendly ability to create and customize training classes to meet system needs.
3. Ability to track training status and the need for specific training.
4. Ability to provide reporting capabilities at various levels (job title, employee, department, division, campus, etc.) to verify training status and provide transcript style reports including the ability to print or download training certificates at any time.
5. Ability to group individual training classes into training curricula or programs.
6. Ability to import and export training records to in-house or third party database systems.
7. Ability to notify at various levels the need for specific training i.e. training requirements for a specific position title and refresher training.
8. Mastery Net platform.

D. The make-up of the system shall consist of various modules, preferably driven by mandatory compliance requirements for district-wide applications for all employees. As such, the system and/or software shall be designed to accommodate locally determined training requirements applicable for departmental use. In essence, allowing for expandable add-on training

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requirements to host content in the form of tutorials, videos, tests, surveys, and/or other training mediums as necessary.

E. The Contractor shall be tasked with providing user-friendly software, accessible via username\ID and confidential password login for each employee or allow staff to use existing USERID/password. Software shall allow for account management and profile password change or reset.

F. The prospective contractor shall comply with the School District's Policy/Regulation *EJA-RA Acceptable Use of Technology Resources* and use of LCPS Internet (World Wide Web), electronic mail, hardware, software and online services, to access, transmit, publish, display or retrieve any material in violation of any federal or state laws or regulations or any material that is contrary to the educational goals of the District is prohibited.

G. At the discretion of HR Department, Contractor shall work with LCPS department heads on their Website content, materials, and use for compliance with governing guidelines.

H. Training software offers shall be accessible anywhere in the continental U.S from any computer, or mobile device, or conducive to applications (Apps) *found on Google Play Store, or iTunes*. Software shall be loaded to the District website and shall be compatible with all technology resources. Compatibility shall be approved by LCPS Technical Support Services.

I. The end result shall contribute to employee annual and recurring training needs, certification, and/or ancillary program requirements to better assist and equip staff in the performance of their jobs. This will ensure staff have a *greater understanding of legality concerns and behavior awareness*.

J. Professional Development (PD) shall be provided as part of implementation and execution of the software platform. PD shall include on-demand request as determined by District Official(s) and shall be sustained by ongoing technical support services for issues that may arise from using the system.

IV. REQUIRED PROPOSAL SUBMITTAL

A. The Contractor's proposal responses *shall* consist of a Technical Proposal label as Volume I and Cost Proposal label as Volume II.

1. The Technical proposal (Volume I) must be delivered and packaged in a One-inch (1") 3-ring binder, provided in four (4) hardcopies, one of which shall be labeled as "Original" accompanied by one (1) *accessible* jump/USB drive containing the complete content of the Volume I hardcopy packaged information.

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(a). Information contained therein *must have raised tab labels formatted* in the sequence as follows below for compliance and evaluation review. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. *Proposals that are difficult to follow or that do not conform to the format may be rejected.*

2. The Cost Proposal (Volume II) shall be delivered and label as such; and packaged separately in a similar, but smaller binder, if more than ten (10) pages and if the content allows for easy maneuverability and turning of pages. Only one original copy of Volume II is required accompanied by one (1) *accessible* Jump drive/USB.

B. Company Profile:

(1) Provide a cover letter introducing the company, including the corporate name, address and telephone number of the corporate headquarters and/or local office.

(2) A brief history of the company's present organizational structure and management functions.

(3) Provide name and phone number of one individual who will be the company's primary contact with LCPS for system requirements and who will negotiate contract for this prospective project.

(4) Resumes outlining the qualification of each staff member who will be assigned to the project upon successful award. Include the individual's educational background, professional category (including certifications, licenses, etc.) and relevant work experience of similar project participation.

(5) Provide company business licensure and/or certification pertaining to the company; to include, if any, Copyrights, Trademarks, or Patents the company may hold affiliated with licensed software product and/or services.

(6) Financial Status - Describe the financial status of the firm; include an audited financial statements (income statements and/or balance sheets) for the past two accounting years.

C. Performance and capability- Provide from the following that can be verified and determined from:

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(1) **Five (5) Client-based** Reference letters from users within the Southwestern U.S. region. Reference letter must be endorsed on agency letterhead by a company contact person who can speak to and/or have knowledge of the same or similar services being requested; provide a brief description of the services rendered.

(2) Provide current and relevant past experience with K-12 School Districts, Higher Education Institutions, and/or agencies that demonstrate appropriate expertise in this area.

(3) Previous Default - Indicate if the Offeror has ever defaulted on a contract or denied a bid due to performance. If so, provide the facts and circumstances.

D. Complete Software Capabilities Matrix enclosed as Attachment D.

E. Strategy and Implementation Plan:

(a) Provide a step-by-step approach of the strategy on how the services will be implemented. Plan shall include cradle-to-cradle details of initial delivery and setup, implementation, and execution for use.

(b) Provide any auxiliary or related services which may augment the proposed software programs and/or services that may be advantageous to LCPS. Sufficient detail and evidence must show proficiency and experience in the provision of these programs and services, as well as, a detailed indication of how these services are to be provided or performed.

F. Cost for Services: Based on Scope of services provided in Volume II.

Note: All costs must be locked in for the initial year exclusive of applicable Gross Receipt Tax. All travel related expenses will be billed separately and at actual cost related to training and professional development. Original receipts will be required when invoiced for services.

IV. EVALUATION CRITERIA & FACTORS

A. All proposal packages will be evaluated using a weighted point system applied to a list of both objective and subjective criteria. The criteria and their associated point values are listed on the **Evaluation Rating Sheet** below.

B. Only responses that include the required submittals as specified in paragraph III will be evaluated for award purposes. Incomplete responses will be

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determined as “non-responsive” and will not be acceptable for award consideration.

C. The criteria as follows will be used to evaluate all proposals:

PROPOSAL EVALUATION RATING SHEET

In order to receive point credit for any criterion listed below, proposals must include evidence that the specific requirement has been met. This evidence must be in the form of written documentation. The *quality and completeness* of those submittals will be evaluated by the evaluation committee to determine the appropriate score to be awarded.

<u>WEIGHTED FACTORS</u>	<u>POINTS DISTRIBUTION</u>
1. Company Profile (Ref. paragraph IV.B. 1-6)	20 points
2. Performance & Capabilities (attachment D) (Ref paragraph IV.C.1-3, &D)	30 points
3. Strategy & Implementation Plan (Ref. paragraph IV.E)	25 points
4. Cost Proposal (Ref. paragraph IV.F)	25 points
Total Point > Per evaluator	100

V. **AWARD**

A. Evaluations will be conducted by a review committee considering the evaluation factors listed in paragraph IV above. The committee will rank their responses according to the relative merits.

B. Respondents may be offered an opportunity to discuss and negotiate its proposal prior to award for the purpose of obtaining the respondent's best and final offer.

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C. Respondents shall be prepared to revise proposals based upon expanded or reduced scope, depending upon negotiation. Any substantial revision shall be in writing from the respondent, in which the District reserves the right to accept and/or reject.

1. The process of negotiation may extend up to the time of award and may require demonstration and/or presentation by the respondent.

2. Respondents may request within their responses non-disclosure of confidential data.

a. Such data will be readily separable from the proposal in order to facilitate any eventual public inspection of the non-confidential portion of the proposal.

D. The highest ranked respondent, as determined by the review committee, will be recommended for award approval to the Las Cruces School District Board of Education. The recommendation will be considered for award at the next available School Board publicly scheduled meeting. The Board reserves the right to approve or reject all award recommendations.

VI. CONTRACT

A. The contract to be used between Owner and the Prospective Provider for awarded services under this RFP shall be the Las Cruces Public School District Standard Contract Services Agreement (CSA). A *sample* of the contract is enclosed as *Attachment (C)*, and shall be interpreted, construed and issued in accordance with the laws of the State of New Mexico.

B. The School District shall make a singular award based on evaluation results offering the product and services in the best in of the School District.

C. The executed Agreement shall offer and maintain a fixed-price for the initial year commencing upon award and ending June 30, 2019, with an option annual renewal up to three (3) additional years through June 30, 2022 pending satisfactory performance and by mutual agreement by both parties.

D. Pursuant to Section 13-1-129, of the State of New Mexico Procurement Code, the successful respondent may extend pricing from the resulting agreement to other School Districts, State Educational entities, and/or local public bodies with a need for such the software product and provided services.

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Attachment A



CONFLICT OF INTEREST

Offeror/Bidder 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 fide employees or bona fide established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business.

For violation or breach of this warrant, LCPS 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 bid/proposal, the offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the formal 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 kick-backs.

Company Name

Address

Company Representative

Date

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Attachment B

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 either 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 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

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

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

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

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Attachment B-1: cont.

“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)

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Attachment C:



DATE: _____

Subject: Certification

As a potential vendor/contractor awardee to the Las Cruces Public School District, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form. Please return the completed form with your solicitation submittal.

DEBARMENT:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" required that all vendors/contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify that my company listed below, and its principals have not been debarred, suspended, proposed for debarment, declared ineligible are not in the process of being debarred, or are voluntarily excluded from conduction business with a federal department, an agency of the federal government, or the State of New Mexico.

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY CITY/STATE/ZIP: _____

COMPANY PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

COMPANY DUNS IDENTIFICATION NO: _____

NAME AND SIGNATURE OF COMPANY REPRESENTATIVE AUTHORIZED TO CERTIFY TO THE ABOVE:

PRINTED NAME OF REPRESENTATIVE: _____

SIGNATURE OF REPRESENTATIVE: _____

Date

If you have any questions, please contact me at (575) 527-5846.

Sincerely,

Will A. Manning
Director of Purchasing Department
Las Cruces Public Schools

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Attachment C (0)

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

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Attachment C (1)

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.

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Attachment C (2)

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.
 - c. Professional Liability Insurance at a minimum of \$250,000 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement.

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.

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Attachment C (3)

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

LAS CRUCES SCHOOL DISTRICT NO.2
REQUEST FOR PROPOSAL NO: 17-18-05P
INTERACTIVE ONLINE COMPLIANCE TRAINING SOFTWARE

Attachment C (4) SUPPLEMENT A DUTIES, TERM, AND COMPENSATION

DUTIES: The Contractor will [describe here the work or service to be performed]. Any change to the work must be within the scope of work described herein. Contractor will report directly to [name] and to any other party designated by [name] 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:

Compensation shall be consistent with turnkey pricing or fixed cost/fee for items identified specified in the RFP. School District will issue a purchase order for programs and professional development with prospective firms to be determined upon award of agreement.

**LAS CRUCES SCHOOL DISTRICT NO.2
REQUEST FOR PROPOSAL NO: 17-18-05P
INTERACTIVE ONLINE COMPLIANCE TRAINING SOFTWARE**

Attachment C (5)

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: _____

LAS CRUCES SCHOOL DISTRICT NO.2
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Attachment D

SOFTWARE CAPABILITIES REQUIRED SUBMITTAL

	Feature/Function	Existing Capability (Y/N)	Planned Availability (Provide Date)	Comments
	Interface & Learning Management System (LMS)			
1	Mastery Net Platform			
2	Section 508 Compliance (ADA)			
3	Browser Compatibility (Note in Comments cell internet browser and specific versions)			
4	Computer Compatibility (Note in Comments, Mac, PC, tablet, or all computing devices, etc.)			
5	Branding and customization by LCPS (Note in comments cell if customization only by vendor)			
6	LMS or LCMS available (Note in Comments cell which system)			
7	Outside courses can be recorded in the LMS			
	Feature/Function	Existing Capability (Y/N)	Planned Availability (Provide Date)	Comments
	Content			
1	All course topics identified in course library			
2	Online course content available for in-person instructor led training			
3	Course launched and tracked through web-based application			
4	Courses customizable by			
5	Courses customizable by vendor (indicate if additional fees apply)			
6	Courses can link to other sites or resources			
7	Outside courses can be loaded into library			

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8	Courses include assessments			
9	Ability to show/hide online courses in the library			
10	Course transcript provided			
11	Compliant (specify version)			
	Hosting & Support			
1	Linking to existing databases			
2	Technical support via phone			
3	Technical support via email			
4	Backup and recovery process in place			
5	Data security process (e.g. describe protection from hacking)			
	Administration Functions			
1	Web-based access to administrative features, data, feedback and reporting by LCPS			
2	Ability to set passing scores for tests			
3	Test can be auto-graded by system			
4	Activate/deactivate users from the system			
5	Security (Passwords and user IDs determine authentication)			
	Reporting			
1	Web-based reporting interface			
2	Is report in same or separate database (Note in Comments)			
3	Standard reports included (describe)			
4	Ability to export report data			
5	Can Reports be printed			
6	Access to reports determined by user's access level			

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Attachment E (INSERT BY CONTRACTOR) “Resident Contractor Certificate”