

**GADSDEN INDEPENDENT SCHOOL DISTRICT  
AN EQUAL OPPORTUNITY EMPLOYER**

**REQUEST FOR PROPOSAL # 18-19-21**

**E- Rate Internet Services**

**DATE ISSUED:  
SCHOOL/DEPARTMENT: Technology**

**DUE DATE/TIME: February 22<sup>nd</sup> 2019 2:00 p.m.**

Gadsden Independent School District seeks written proposals from qualified sources for **E-Rate Services and Products**.

Additional copies of the contract specifications and evaluation criteria found attached may be obtained from the GISD Purchasing Office, 4950 McNutt, Sunland Park, NM 88063, (575) 882-6252, between 8:00 a.m. and 4:30 p.m.

**Deadline for receipt of proposals is February 22<sup>nd</sup> 2019, by 2:00 p.m. mountain time.** Date and time will be stamped on the proposals by the Purchasing Office. Proposals received later than this will not be considered.

**1. GENERAL INSTRUCTIONS**

Submit three (3) copies of the Request for Proposal in one sealed envelope to: Purchasing Office, **RFP #18-19-21, before 2:00 p.m. on February 22<sup>nd</sup> 2019. IF DELIVERING YOUR PROPOSAL BY HAND, DELIVER TO 4950 MCNUTT, SUNLAND PARK, New Mexico 88063. YOUR PROPOSAL CANNOT BE DROPPED OFF AT THE FRONT DESK BUT MUST BE DELIVERED BY YOUR REPRESENTATIVE TO THE PURCHASING OFFICE. IF MAILING YOUR PROPOSAL, MAIL TO PURCHASING OFFICE, P. O. DRAWER 70 ANTHONY, NM 88021.** Proposals may be modified or withdrawn prior to the established due date in accordance with the requirements of the New Mexico Procurement Code 13-1-1 et seq NMSA 1984 Supp. After the opening date and time, offers may be withdrawn only in accordance with NMSA Statute 13-1-106.

**FAXED OR EMAILED PROPOSALS ARE NOT ACCEPTABLE.**

## **2. DISCUSSIONS WITH OFFERORS AND AWARD**

The Procurement Code permits the right to conduct discussions with any or all Offerors, or to make an award of a contract without such discussions based only on evaluation of the written proposals. GISD likewise reserves the right to designate a review committee in evaluating proposals according to the criteria set forth under the Scope of Work. GISD shall make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

## **3. PROCUREMENT CODE**

Sections 13-1-196 through 13-1-198 NMSA (1984 Supp.) impose civil and criminal penalties for violation of the provisions of the procurement code, including bribes, gratuities and kickbacks.

## **4. TERMINATION**

This request for proposal in no manner obligates GISD to the eventual purchase of any services described, implied or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of GISD and may be terminated without penalty or obligation at any time prior to the execution of a contract. This agreement is contingent upon availability of approbation. GISD reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals.

GISD requires that the responses to this RFP contain a statement that the proposed terms will remain in effect for at least forty-five days after the scheduled opening.

## **5. PUBLIC INSPECTION**

The request for proposal does not involve a public opening. Prior to award, all proposal information is confidential and shall not be released to anyone outside the Evaluation Committee. Neither the register of proposals nor the proposals themselves shall be open to public inspection until after award of the contract. Offerors may request, in writing, nondisclosure of confidential data. Such data shall accompany the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

After award, the register of proposals shall be open to public inspection. Each proposal, except those portions for which the Offeror has made a written request for confidentiality, and to which GISD Purchasing Office has agreed, shall also be open to public inspection.

If a citizen of this state requests disclosure of data, for which an Offeror has made a written request for confidentiality, the Purchasing Agent shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror protests under Section 13-1-172 NMSA 1978, the proposal shall be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

## **6. INSURANCE**

Certification of Insurance will be required of the successful Offeror prior to commencement of work, with limits as set forth below. The Board of Education of Gadsden Independent School District shall be the Certificate Holder. The RFP number and description should be referenced on the face of the Certificate.

The Offeror shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of the, or by anyone for whose acts any of them may be liable:

1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. Claims for any damages because of bodily injury, occupational sickness or disease, or death of any person other than his employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

Amounts, types and limitations of Contractor's insurance shall be such as appears reasonable and satisfactory to GISD, but not less than the following amounts:

Worker's Compensation	\$100,000/500,000
Public Liability	\$500,000/\$1,000,000
Property Damage	\$100,000
Automobile Liability	\$300,000/\$500,000
Automobile Property Damage	\$100,000

Automobile Liability Insurance shall include at least the following coverage:

Bodily Injury, each person, excluding medical and medically-related expenses	\$400,000
Medical and medically-related expenses	\$300,000
Bodily Injury, each occurrence, excluding medical and medically-related expenses	\$750,000
Medical and medically-related expenses	\$300,000
Property Damage, each occurrence	\$100,000

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

NOTE: Certificate Holder should be: The Board of Gadsden Independent School District  
Certificate of Insurance should be forwarded to:

Purchasing Agent  
Gadsden Independent School District  
P.O. Drawer 70  
Anthony, New Mexico 88021

## **7. LICENSING REQUIREMENTS**

The successful Offeror must keep himself informed of, and adhere to, all laws and ordinances governing any matter related to work performed under the resulting contract. The successful Offeror will obtain all necessary licenses and permits, and will be aware of all labor conditions and agreements relating to the work specified in this document and shall make all provisions necessary to avoid any disputes which might arise from those conditions and agreements and shall be responsible for any delays, damages or extra costs caused by such disputes.

## **8. SAFETY REQUIREMENTS**

It shall be the successful Offeror's responsibility to provide for the safety of workers and public in compliance with the requirements of insurance and public health and safety.

## **9. INDEMNIFICATION**

The successful Offeror will assume the liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death), or damages or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the successful Offeror and his agents, and employees, including losses, expenses, or damages sustained by GISD. The Offeror will undertake and agree to indemnify and hold harmless GISD and its Board of Education, individually and collectively, and the officers, agents and employees of GISD, from any and all such losses, expenses, damages (including loss of use) and to pay all damages, judgments, costs and expenses, including attorney's fees in connection with said demands and claims resulting there from. Any claims against GISD must be filed with the State of New Mexico.

The successful Offeror shall abide by the Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board Occupation Health and Safety Regulations that apply to work performed under this Request. The Offeror shall defend, indemnify and hold GISD free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including, but not limited to, fines or penalties, judgments, court costs and attorney's fees.

## **10. GENERAL INFORMATION**

- A. GISD reserves the right to reject any and all offers, to waive any informality, and, unless otherwise specified by the Offeror, to accept any item on an offer.
- B. GISD reserves the right to award by item, group of items, or total; to make multiple awards; to reject any and all offers in whole or in part if, in the judgment of the District, the best interests of Gadsden Independent School District will be served.
- C. GISD reserves the right to negotiate a change in Offeror representative if the assigned representative is not supplying GISD needs adequately. The right shall carry forward through the Request for Proposal period and the full time during which the service acquired as a result of this RFP is provided to GISD.
- D. Once award is made, the successful Offeror, his agents and employees, are independent contractors performing services for GISD and are not employees of GISD. They shall not accrue leave, retirement, insurance, bonding, use of vehicles, or any other benefits afforded to employees of GISD.
- E. The contract may be terminated by either party with thirty days written notice. By such termination, neither party is relieved of obligations or liabilities already incurred for performance or failure to perform prior to the date of termination.
- F. All work performed or items provided under the resulting contract shall be considered GISD property.
- G. The successful Offeror shall not assign or transfer any interest in the contract or assign any

- claims for money due or to become due under the contract without the prior written approval of the District.
- H. The successful Offeror agrees to abide by all Federal and State laws and rules and regulations of the State of New Mexico. The Offeror agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this contract. If the contract is found to be not in compliance with these requirements during the life of the agreement, the Offeror agrees to take appropriate steps to correct these deficiencies.
  - I. The successful Offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the successful Offeror fails to comply with the Worker's Compensation Act and applicable rules when required to do so, this agreement may be terminated by GISD.
  - J. This request and all its attachments will be considered to be part of and incorporated into the resultant contract by reference. This request constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered or amended in any way except as provided for in this Request. This request and the resultant contract will be interpreted and governed by the laws of the State of New Mexico.
  - K. This agreement is contingent upon availability of appropriation. GISD reserves the right to terminate the agreement without penalty to the district.

## **11. PREPARATION OF PROPOSAL**

Submit three (3) copies of the Request for Proposal in one sealed envelope to: Purchasing Office, **RFP#18-19-21**, before **2:00 p.m. on February 22<sup>nd</sup> 2019**. **IF DELIVERING YOUR PROPOSAL BY HAND, DELIVER TO 4950 MCNUTT, SUNLAND PARK, New Mexico 88063. YOUR PROPOSAL CANNOT BE DROPPED OFF AT THE FRONT DESK BUT MUST BE DELIVERED BY YOUR REPRESENTATIVE TO THE PURCHASING OFFICE. IF MAILING YOUR PROPOSAL, MAIL TO PURCHASING OFFICE, P. O. DRAWER 70 ANTHONY, NM 88021.**

**FAXED OR EMAILED PROPOSALS ARE NOT ACCEPTABLE.**

The Offeror must be qualified by experience, adequate financing and equipment to do the work called for in this Request for Proposal. This will be demonstrated, in part, by Offeror submitting a Contractor's Qualification Statement on the form appended hereto as part of the Offeror's proposal. The Offeror shall address its financial responsibility and strength, and any other information that would aid GISD in determining the Offeror's ability to meet the requirements of this Request.

Each Offeror shall submit with its proposal a list of references, including at least three comparable organizations for which the Offeror has performed comparable service. GISD reserves the right to contact any present or former customer of the Offeror, whether or not provided as a reference, and to include the result of that contact in the reference segment of the evaluation.

PLEASE INDICATE IF YOUR COMPANY HAS A NEW MEXICO STATE CONTRACT/GSA OR IS IN PARTNERSHIP WITH A VENDOR THAT HAS A STATE CONTRACT/GSA.

## **12. PROPOSAL EVALUATION AND SCORING**

### **A. EVALUATION PROCESS AND SCORING METHODOLOGY**

#### **1. Receipt and Opening of Proposals**

Proposals and modifications to proposals received prior to or at submission shall be time-stamped upon receipt and held in a secure place until the Evaluation Committee has scored the Proposal. Proposals shall not be opened publically and shall not be open to public inspection until the successful Offeror has signed a contract.

#### **2. Evaluation Committee**

The Evaluation Committee shall consist of a minimum of 3 persons appointed by GISD. The team shall collectively possess expertise in the technical requirements of the project and contracting. GISD may use independent consultants or agents to support the Committee, provided appropriate precautions are taken to avoid potential conflicts of interest.

#### **3. Proposal**

The Procurement Officer shall review each proposal to determine if it meets all of the mandatory requirements. Proposals that do not meet the mandatory requirements shall be considered "nonresponsive." The Offeror shall be notified in writing of the determination. The Procurement Officer will then distribute the proposals and individual score sheets to the Evaluation Committee, and will review how the proposals shall be scored.

#### 4. Price

The Price shall be initially evaluated to ensure that the price offered is responsive to the RFP requirements and instructions and is realistic in respect to the project plans and specifications.

The price shall be evaluated on the basis of the numerical weight assigned below and scored in accordance with the following process to permit the scoring of competing Offeror's price proposals in relation to one another: The Offeror with the lowest price shall receive the maximum price score, i.e., the maximum numerical weight assigned to the price below. The price score of each other Offeror shall be determined by applying the following mathematical formula: price of lowest Offeror divided by the price for this Offeror multiplied by the maximum price score:

Price of lowest Offeror divided by Price of this Offeror  
X maximum price score  
= price score this Offeror

#### 5. Scoring of Remaining Criteria

The Evaluation Committee members shall score the remaining criteria based on the scoring system below. Those individual scores will then be combined with the price score and converted to a numeric ranking of all proposals per Committee member. The individual member rankings per Offeror will then be totaled together to determine the overall ranking of the proposals.

10	Exceptional
9	
8	Exceeds Minimum Requirements
7	
6	
5	Meets Minimum Requirements
4	
3	Fails to Meet Minimum Requirements
2	
1	Unacceptable



## 6. Proposal Discussions

If mistakes are discovered after receipt of the proposal, the Offeror may so advise the Evaluation Committee prior to completion of the proposal evaluation process, or the Evaluation Committee may request clarification of information submitted by any or all Offerors in a written format with a specified deadline for response.

### 7. Discretion of Evaluation Committee

The Evaluation Committee has the discretion to apply the evaluation criteria and recommend the selection of the Offeror which is considered by the Evaluation Committee to be most advantageous to GISD.

B. EVALUATION CRITERIA: The following evaluation criteria will be used in award:

<b>CRITERIA</b>	<b>POINTS</b>
<b>Price</b>	<b>50 POINTS</b>
<b>Past Experience with GISD and other Schools Districts and E-Rate</b>	<b>10 POINTS</b>
<b>Understanding of GISD Needs</b>	<b>10 POINTS</b>
<b>Personnel Qualifications, Certification, Experience, And References</b>	<b>10 POINTS</b>
<b>Financial Stability</b>	<b>10 POINTS</b>
<b>Response time to GISD</b>	<b>10 POINTS</b>
<b>Total</b>	<b>100 POINTS</b>

Award will be to the firm receiving the highest score. The District reserves the right to award to a single firm or to multiple firms, whichever is determined to be in the best interest of the District.

## 13. BONDS

A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico shall be required from the successful Offeror prior to award of contract. The amount of the Bonds shall be the total proposal price exclusive of gross receipts tax. See NMSA 1978 13-4-18.

## **14. SCOPE OF WORK**

GISD requests a complete proposal for E-Rate Internet Services to be provided on an as-needed basis, per the attached Scope of Work. The proposal format should follow the Scope of Work and address how each Task would be accomplished.

### **SPECIFICATIONS & REQUIREMENTS**

**NOTE: THE QUANTITIES SHOWN BELOW ARE ESTIMATES ONLY. GISD RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES TO BE PURCHASED DEPENDENT UPON AVAILABILITY OF FUNDING.**

### **SUMMARY/SCOPE OF WORK**

Gadsden Independent School District (GISD) is seeking to establish a District wide standard and “Price Agreement” for the purchase of Internet Access Services one-year period.

### **WORK INCLUDED**

GISD will evaluate Proposals for Internet Access with the desire to establish a one (1) year contract with seven (7) one (1) year renewal options. The intent of this RFP solicitation is to provide Internet Access Services with high quality, reliability and robustness with a high value for cost. Vendors will have the opportunity to present and provide their product offerings and services for review, evaluation and consideration.

### **MINIMUM EQUIPMENT SPECIFICATIONS/REQUIREMENTS**

GISD is looking to renew our 10Gb Internet Connection and possible expansion to a 20Gb Internet Connection.

### ***PROPOSAL:***

Requested Item: 10Gb Internet Connection

### **Summary Description:**

The Gadsden Independent School District is accepting proposals for a 10Gb internet connection at the main datacenter GAC. Implementation is planned tentatively for July 2019.

It is the school district’s intention that significant portions of the cost for the requested services be eligible for E-Rate under Category 1 funding. Bidders must be qualified E-Rate service providers.

### **Current Environment**

Gadsden Independent School District currently has 24 sites - 16 Elementary Schools, 3 Middle Schools, 4 High Schools, and 1 District Office (GAC Gadsden Administration Complex). All sites have 1Gb fiber connections back to the data center at GAC site. Internet access is currently served from the GAC datacenter at District Office.

### **Scope of Work**

Proposed solutions must provide 10Gb highly available bandwidth. Depending on the specified option, ISP must provide necessary equipment to terminate circuit into the GAC datacenter as

required. All hardware, software, licensing, installation and training must be included. Proposed solutions must be fully compatible with existing switching/routing infrastructure.

Proposals should include the following:

- 1) Proposed topology diagram
- 2) Estimated summary timeline for design, development, and implementation
- 3) Clearly outlined vendor and district responsibilities
- 4) Solution may incorporate existing hardware or include all new hardware. Solutions must be fully compatible with existing switching/routing infrastructure.

**Installation:**

Main Location - GAC Data Center

- 1) 10Gb Internet Access Fiber Circuit must be installed at ***4950 McNutt Road Sunland Park, NM 88063*** with a termination in our Data Center at that location.
- 2) Equipment will be installed in Data Center racks and run off Data Center UPS and Generator Power
- 3) Vendor will provide all physical installation services, necessary cabling, and configuration of vendor provided equipment with the coordination of the GISD network team.

**Required Equipment:**

- 1) Any vendor provided equipment necessary to bring Internet Access services to the specified location(s) and hand-off the service(s) to GISD systems
- 2) Hand-off into Datacenter switch must be 50-Micron multimode fiber (LC cable)

**Required Services:**

- 1) Vendor will provide access to monitoring and bandwidth utilization via web portal
- 2) Vendor will provide a /24 (256 IP addresses) public IPv4 block

**Warranty, Support and Uptime:**

- 1) 99.999% Uptime for Internet Access Circuits
  - a. This is a requested uptime for Internet Access services. If actual uptime guarantees vary from this requirement, please list the actual guaranteed uptime being proposed.
  - b. Please list a service, support or repair Service Level Agreement (SLA) times.
- 2) Vendor will provide 24/7 monitoring and support
- 3) Troubleshooting Tools
  - a. Please specify what network and system troubleshooting tools will be provided. Specify the tools that are available directly to GISD and the ones that the provider can utilize.

**Transition from existing systems/services to new systems/services:**

- 1) Transition/Cutover from Existing GISD Internet Access
  - a. GISD is going to make a transition from its current 10Gb Internet Access Provider

- i. This may be a complete replacement/cutover from the existing 10Gb Internet Access OR
  - ii. This may be a complete replacement/cutover with a new Internet Access bandwidth upgrade to 20Gb
- b. The transition and cutover will likely occur during a time when school is in session (i.e. GISD is in a production environment).
- c. GISD will need a “test/configuration” period from the vendor with the 10Gb Internet Access Circuit to be available without charge in order to configure and test the systems and prepare for the transition and cutover. Charges for Internet Access and all the related Internet Access equipment and services will begin at the cutover and turn-up of 10Gb Internet Access to the live GISD production environment.
- d. GISD needs to have a cutover plan and team from the vendor to prepare and execute the transition
- e. GISD understands that cutover configuration on Internet Access may take some time.
- i. Because GISD is in session during the Internet Access cutover, GISD could potentially have inaccessible Internet Access services during district operations which are not an option.
  - ii. The cutover/transition date and time needs to be scheduled for “off-hours” where there will not be a major impact to GISD operations. This will be coordinated between the vendor and the GISD network team.
- f. Vendor will provide any assistance or engineers for the transition to Vendor circuits and systems without cost to GISD.
- g. This will include vendor systems and the interface to vendor systems. This will not include internal GISD networking or systems.

**PRICING AS FOLLOWS:**

- 1) Include both 1 time costs (if any) and recurring costs
  - a. Documentation of recurring costs of service
    - i. Separate pricing for the 10GB fiber transport circuit with multiple carrier fiber options.
    - ii. Separate pricing for upgrade to 20Gb in various speeds ranging from 10Gb to 20Gb in 1Gb increments
  - b. Documentation of non-recurring costs
- 2) If the proposal requires GISD to purchase equipment it must be clearly specified and defined which party has the purchasing responsibility.
  - a. Non-recurring costs may include installation/configuration costs. This could be the hardware, software, labor and other materials required for implementation
- 3) Include an estimation of Taxes along with price quotes
- 4) Documentation of which equipment and services are E-Rate eligible
  - a. Provide the percentage of eligibility for each service

**ACCEPTANCE OF CONDITIONS OF PROPOSAL – RFP#18-19-21**

**E-Rate Services and Products**

**NOTICE: TO BE CONSIDERED AS A VALID PROPOSAL, THE PROPOSAL MUST BE SIGNED BELOW.**

The undersigned certifies that he/she has read and understood the request for proposal and scope of work, and that the firm submits the attached proposal in full compliance with all terms and conditions.

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Name of Firm

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Signature of Owner, Partner, Officer or Authorized Agent

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Mailing Address

---

City, State and Zip Code

---

Telephone Number/Fax Number

---

New Mexico Contractor's License Number and Classification

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In-State Certification Number

---

Federal Tax ID Number

---

Type of Entity

---

E-Mail Address

## **CONTRACTOR'S QUALIFICATION STATEMENT**

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**[INSERT CONTRACTOR'S NAME AND ADDRESS HERE]**

**Name of Project:** \_\_\_\_\_

### **1. ORGANIZATION**

- a. How many years has your organization been in business as a Contractor?
- b. How many years has your organization been in business under its present business name?
  - i. Under what other or former names has your organization operated?
- c. If your organization is a corporation, answer the following:
  - i. Date of incorporation:
  - ii. State of incorporation:
  - iii. President's name:
  - iv. Vice-president's name(s):
  - v. Secretary's name:
  - vi. Treasurer's name:
- d. If your organization is a partnership, answer the following:

- i. Date of organization:
  - ii. Type of partnership (if applicable):
  - iii. Name(s) of general partner(s):
- e. If your organization is individually owned, answer the following:
  - i. Date of organization:
  - ii. Name of owner:
- f. If the form of your organization is other than those listed above, describe it and the name of the principals:

## **2. LICENSING**

- a. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- b. List jurisdictions in which your organization's partnership or trade name is filed.

## **3. EXPERIENCE**

- a. List the categories of work that your organization normally performs with its own forces.
- b. Disputes, Claims and Suits
  - i. Has your organization ever failed to complete any work awarded to it within the scheduled date set for substantial completion?

- ii. Are there any judgments, claims, arbitration proceedings, suits or disputes pending or outstanding against your organization or its officers in New Mexico or any other jurisdiction?
- iii. Has your organization filed any law suits or requested arbitration with regard to construction or public procurement contracts within the last five years?
- iv. Has an owner ever claimed or deducted liquidated damages from any scheduled or requested payment to your organization?
- v. If answer to any of the above is yes, please provide complete details on separate sheets, including but not limited to:
  - Name and location of project owner
  - Name and location of project architect
  - Name and location of project
  - Nature of and amount in dispute
  - Forum in which dispute was presented (e.g. AAA arbitration; mediation; district court [state, county, file name and number])
  - Manner in which dispute was resolved
- c. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction or public procurement contract? (If the answer is yes, please attach details.
- d. Within the last seven years has your organization been the subject of any voluntary or involuntary bankruptcy, insolvency, or receivership proceeding? If so, please state the case name(s) and court file number of each proceeding, the



nature of the proceeding, whether such proceeding is ongoing and the resolution of each completed proceeding.

- e. On a separate sheet, list major projects (over \$100,000 in total construction cost) your organization has in progress, as of \_\_\_\_\_, 2019, giving the name of project, owner, architect, contract amount, and scheduled completion date.

- State total worth of work in progress and under contract:

- f. On a separate sheet list all projects your organization has completed beyond the scheduled date of substantial completion and the number of days past the scheduled substantial completion date on which substantial completion was certified as indicated by owner and architect signature.

- g. On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

- State average annual amount of construction work performed during the past five years:

- h. On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

- i. On a separate sheet, list the projects on which within the last five years, your surety has been given notice of default of your organization's performance under either its performance bond or labor and materialmen's payment bond.

- For each project state the nature of the claim against your organization and the outcome of each such claim.

#### **4. REFERENCES**

- a. Trade References:

b. Bank References:

c. Surety:

i. Name of bonding company:

ii. Name and address of agent:

## **5. FINANCING**

a. Financial Statement.

i. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- Net Fixed Assets;
- Other Assets;
- Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
- Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

ii. Name and address of firm preparing attached financial statement, and date thereof:

- iii. Is the attached financial statement for the identical organization named on page one?
  - iv. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
- b. Will the organization whose financial statement is attached act as guarantor of the contract for construction?

**6. SIGNATURE**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Notary Public:

My Commission Expires:

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“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.

**“Prospective contractor”** means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s)

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(Attach extra pages if necessary)

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Signature

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Date

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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.

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Signature

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Date

---

Title (Position)

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 - 19211). Copies of the regulation may be obtained by contacting the U.S. Department of Education, Grants and Contracts Service, 400 Maryland Avenue, S.W. (Room 3633 GSA Regional Office Building No. 3), Washington, DC. 20202-4725, telephone (202) 732-2505.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**GADSDEN INDEPENDENT SCHOOL DISTRICT  
VENDOR INFORMATION FORM**

**\*\*\*\*\*PLEASE ATTACH W-9 FORM\*\*\*\*\***

**Name:** \_\_\_\_\_

**DBA (if different):** \_\_\_\_\_

**New Mexico Businesses Only:**

**CRS Number:** \_\_\_\_\_

**Taxpayer Identification Number (Provide Only One)**

Sole Proprietor provide FEIN if applicable

Federal Employer Identification Number (FEIN) \_\_\_\_\_

Social Security Number (SSN): \_\_\_\_\_

**Primary Address:**

PO Box or Street Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

**Remit-to Address (Where payments are sent, if different):**

PO Box or Street Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

**Business Designation (Check one)**

1. \_\_\_\_\_ Corporation (FEIN)

Or

\_\_\_\_\_ Professional Corporation (FEIN)

\_\_\_\_\_ *Doctor/Medical Facility*

\_\_\_\_\_ *Attorney/Legal Facility*

2. \_\_\_\_\_ *Parent*

\_\_\_\_\_ *Work Study Student*

\_\_\_\_\_ *School Choice(Federal Programs)*

\_\_\_\_\_ *GISD Student Reimbursement*

3. \_\_\_\_\_ Sole Proprietorship (SSN/FEIN)

4. \_\_\_\_\_ Partnership (FEIN)

\_\_\_\_\_ *General*

\_\_\_\_\_ *Limited*

5. \_\_\_\_\_ Estate/Trust (FEIN)

6. \_\_\_\_\_ Organization Exempt from Tax (FEIN)

7. \_\_\_\_\_ Government Entity or Operated Entity

8. \_\_\_\_\_ LLC taxed as:

\_\_\_\_\_ *Corporation (FEIN)*

\_\_\_\_\_ *Sole Proprietorship (SSN?FEIN)*

9. \_\_\_\_\_ Other: \_\_\_\_\_

10. \_\_\_\_\_ GISD Employee

There are persons employed by GISD who hold a financial interest in this company. \_\_\_\_\_ yes \_\_\_\_\_ no

I certify that the information given above is true and accurate to the best of my knowledge and as of the date indicated below and that I have the authority to act on behalf of the above named company in this regard.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Requesting School/Department:** \_\_\_\_\_

**By:** \_\_\_\_\_



### Schools

- 1 **Anthony Elementary**  
600 N. Fourth Street/P.O. Box 2631  
Anthony, NM 88021
- 2 **Alta Vista Early College**  
100 Shrode Road  
Anthony, NM 88021
- 3 **Berino Elementary**  
92 Shrode Road  
Anthony, NM 88021
- 4 **Chaparral Elementary**  
300 E. Lisa Drive  
Chaparral, NM 88021
- 5 **Chaparral Middle**  
290 E. Lisa Dr.  
Chaparral, NM 88021
- 6 **Chaparral High School**  
900 County Line Drive  
Chaparral, NM 88081
- 7 **Desert Trail Elementary**  
310 E. Lisa Drive  
Chaparral, NM 88021
- 8 **Desert View Elementary**  
1105 Valle Vista/ P.O. Box 450  
Sunland Park, NM 88063
- 9 **Gadsden Elementary**  
1440 Highway 478  
Anthony, Nm 88021
- 10 **Gadsden High**  
6301 Highway 28  
Anthony, NM 88021

- 11 Gadsden Middle**  
1301 W. Washington  
Anthony, NM 88021
- 12 La Union Elementary**  
875 Mercantile Ave  
La Union, NM 88021
- 13 Loma Linda Intermediate**  
1451 Donaldson Ave.  
Anthony, NM 88021
- 14 Mesquite Elementary**  
205 NM Hwy 228/ P.O. Drawer 320  
Mesquite, NM 88048
- 15 North Valley Elementary**  
300 Cascade Ave  
San Miguel, NM 88063
- 16 Riverside Elementary**  
4085 McNutt/ P.O. Drawer 280  
Sunland Park, NM 88063
- 17 Santa Teresa Elementary**  
201 Comerciante Blvd  
Santa Teresa, NM 88008
- 18 Santa Teresa Middle**  
4800 McNutt Road  
Santa Teresa, NM 88008
- 19 Santa Teresa High**  
100 Airport Road  
Santa Teresa, NM 88008
- 20 Sunland Park Elementary**  
305 Alto Vista Dr./ P.O. Box 2050  
Sunland Park, NM 88063

**21    Sunrise Elementary**

1000 County Line Dr.  
Chaparral, NM 88021

**22    Vado Elementary**

330 Holguin Road  
Vado, NM 88072

**23    Yucca Heights Elementary**

580 Angeline Blvd  
Chaparral, NM 88081