

GADSDEN INDEPENDENT SCHOOL DISTRICT

An Equal Opportunity Employer

REQUEST FOR PROPOSAL # 20-21-56

E- Rate Services and Products

- WAN Leased Line Network

DATE ISSUED:

Technology Department

DUE DATE/TIME: February 11, 2021 – 2:00 pm

Gadsden Independent School District (GISD) seeks written proposals from qualified sources for **E-Rate Services and Products - WAN Leased Line Network**.

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) 8826252, between 8:00 a.m. and 5:00 p.m.

Deadline for receipt of proposals is February 11, 2021 by 2:00 p.m. Mountain Standard Time. The Purchasing Office will stamp date and time on the proposals. 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 # 20-21-56, before 2:00 p.m. on February 11, 2021.** **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IF MAILING YOUR PROPOSAL, MAIL TO PURCHASING OFFICE, P. O. DRAWER 70 ANTHONY, NM 88021.** Proposals may be modified or withdrawn prior to the established due date in accordance with the requirements of the New Mexico Procurement Code 131-1 et seq NMSA 1984 Supp. After the opening date and time, offers may be withdrawn only in accordance with NMSA Statute 13-1-106.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 nonconfidential 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# 20-21-56, before 2:00 p.m. on February 11, 2021. 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 publicly 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:

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

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 Services and products 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.

NOTICE: TO BE CONSIDERED AS A VALID PROPOSAL, THE PROPOSAL MUST BE SIGNED ON Attachment B “ACCEPTANCE OF CONDITIONS OF PROPOSAL – 20-21-56”

WAN Leased Line Network, Lit or Dark fiber, Dedicated fibers to each site, 10 Gig minimum / District Wide

General:

The Gadsden Independent School District has deployed a District wide fiber based Leased Line Private Network. This network will provide Layer Two Ethernet connectivity between all 23 schools and the Gadsden Administration Complex (GAC). The networks speed will be a minimum of 1 Gbps between all sites and 10Gbps between the designated secondary sites.

ERATE:

Any responding provider is required to provide a self-certification of compliance and good standing with the rules and regulations of the USAC Erate program managed by the Schools and Library’s Corporation. A current SPIN number issued to the vendor is required and must be included on any providers submittal. Any violation of the rules and regulations or disbarment on the part of the vendor from the “Erate” program may result in immediate action by the District up to and including the cancellation of any and all existing contracts at no cost to the district. Acceptance of this item is required by any vendor submitting a proposal.

1. The District will not pay for any information herein requested, nor is it liable for any costs incurred by any submitting vendor.
2. Firms whose proposal does not meet the mandatory requirements will be considered non-compliant and will be rejected.
3. Winning vendor contract will not be effective until Erate funding is secured.

Specification and Bid Requirements:

1. Maintenance of the Ethernet Layer Two fiber based lit service WAN.
2. Service to be delivered via single mode fiber to each site. Connector type to be provided to the successful provider.
3. Maintenance of the hub and spoke WAN topology with the central terminating site at the Gadsden Administrative Center (GAC).
4. Service to be delivered to total of twenty-three sites plus the central site, 24 sites total.
5. Provide and maintain a 10 Gig connection from the following designated secondary school sites into the central site.

Designated secondary school sites for 10 Gbps connectivity

Site Name	Address	City	State	Zip	Bandwidth
Santa Teresa Middle School	4800 McNutt Road	Santa Teresa	NM	88008	10 Gbps
Santa Teresa High School	100 Airport Road	Santa Teresa	NM	88008	10 Gbps
Chaparral High School	290 E. Lisa Drive	Chaparral	NM	88021	10 Gbps
Gadsden High School	6301 Highway 28	Anthony	NM	88021	10 Gbps
Chaparral Middle School	290 E. Lisa Drive	Chaparral	NM	88021	10 Gbps
Gadsden Middle School	1301 W. Washington	Anthony	NM	88021	10 Gbps

6. Maintain a one Gig connection from all other District sites into the central site.

Maintenance and Operations

The District requires on-going maintenance of the fiber on all Leased Dark Fiber, IRU, or self-provisioned fiber solutions. Include price details in the "Maintenance" worksheet of the spreadsheet. Maintenance responses are required as follows:

- All dark fiber responses (lease and IRU) require maintenance as part of the response, even if maintenance is subcontracted to a third party. In the case of the third-party maintenance, the offeror must hold and manage the subcontract and is ultimately responsible for the SLA. For a leased dark fiber and IRU solution, it is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The offeror will include only the portion of maintenance that is required to support the District fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients.
- If maintenance cannot be quoted for entire time span of the IRU, please include alternate time span quote as well as explanation for the shorter time span.
- As part of the maintenance contract for an IRU, the fiber owner (not the district) must claim responsibility for repairs in the event of a catastrophic cut or relocate.

Offeror shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from the district of a malfunction relating to the applicable fiber, offeror shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence. If this requirement cannot be met, please submit a range or alternatives with explanation.

When pricing maintenance, the offeror should include an overview of fiber maintenance practices including:

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Handling of unscheduled outages and customer problem reports

- What service level agreement is included, and what alternative service levels may be available at additional cost,
- What agreements are in place with applicable utilities and utility contractors for emergency restoration,
- Repair of fiber breaks,
- Mean time to repair,
- Replacement of damaged fiber,
- Replacement of fiber which no longer meets specifications,
- Policies for customer notification regarding maintenance,
- Process for changing procedures, including customer notification practices,
- Process for moves adds and changes,
- Process for responding to locate requests.
- Equipment, Installation, and Management

Equipment, Installation, and Management

The District requests that the offeror provide a quote for an annual management cost to oversee the technical support of the WAN once the leased dark, IRU, or self-provisioned fiber is available for service. Include price details in the “Management” worksheet of the spreadsheet attached for equipment necessary to place the circuits into service at different bandwidth levels, installation and configuration of equipment, and annual management cost of the equipment/circuits. Management on leased dark, IRU, or self-provisioned fiber may be bid as a stand-alone service, however, “bundled” holistic solutions will be preferred, as outlined in the evaluation criteria.

The annual management cost should include provision of:

- Procurement of necessary hardware to light the fiber path(s)
- Installation and configuration of equipment to put circuits into service
- Network monitoring on a 24x7x365 basis
- Creation and communication of service tickets to District escalation list
- Incident response with timing standards that are in accordance to a Offeror provided service level agreement that meets general industry standards
- Other industry standard provisions of broadband service technical support
- Re-provisioning of equipment necessary to put circuits back into service after an outage

Description of Proposal

Offeror will provide a description of their proposal for all lit services, leased dark, IRU, or self-provisioned fiber construction projects. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, other detail District may find useful or necessary (or could differentiate the solution from a competing proposal).

- This is to be a multi-year procurement. Please provide a price based on a five and eight year term (maximum allowed by state law).
- The District desires your concurrence to allow the agreement to extend beyond the initial term on one-year increments if so desired by the District and allowed by State law.
- Due to the potential length of the contract, the District requires that the successful provider provide language within the agreement that allows the District to modify the agreement by adding sites and or terminating sites based on the Districts need to open new or close old schools. The termination of service is to be at no charge to the District and would require board approval and a thirty-day notice of site termination to the provider. Reduction in contract value would be based on the individual site cost determined during the quote phase or as part of a pre award negotiation.

- The successful provider will be required to invoice the Schools and Library's Corporation for the Eratable portion of the agreement, with the balance billed to the District. The District operates on Net 30 day payment terms.
- Please ensure that your response clearly indicate any and all non-recurring costs for service set up and site prep. If you cannot quote site make ready process, please ensure that you so state it in your response.

Failure to address any material element of these Specifications and Bid Requirements may result in a determination that the Offeror's proposal is non-responsive.

Required Notice to Proceed and Funding Availability

District will follow the purchasing policies of the State of New Mexico and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.^[SEP] The implementation of any associated contracts resulting from this competitive bid process will be dependent on the consortium's issuance of a written Notice to Proceed. E-rate funding notification alone will not signify Notice to Proceed. The consortium will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

E-rate Modernization Order Note

Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.

APPLICANT SITES

Alta Vista Early College HS

100 Shrode Rd.
Anthony, NM 88021

Anthony Elementary

600 Fourth Street
Anthony, NM 88021

Berino Elementary

92 Shrode Road
Anthony, NM 88021

Chaparral Elementary

300 E. Lisa Drive
Chaparral, NM 88081

Chaparral High School

800 County Line Drive
Chaparral, NM 88081

Chaparral Middle School

290 E. Lisa Drive
Chaparral, NM 88081

Desert Trail Elementary

310 E. Lisa Drive
Chaparral, NM 88081

Desert View Elementary

1105 Valle Vista
Sunland Park, NM 88063

Gadsden Elementary

1440 Highway 478
Anthony, NM 88021

Gadsden High School

6301 Highway 28
Anthony, NM 88021

Gadsden Middle School

1301 W. Washington Street
Anthony, NM 88021

La Union Elementary

875 Mercantile Avenue
La Union, NM 88021

Loma Linda Elementary

1451 Donaldson Street
Anthony, NM 88021

Mesquite Elementary

205 NM Hwy 228/Drawer 320
Mesquite, NM 88048

North Valley Elementary

300 Cascade Ave./P.O.Box C
San Miguel, NM 88058

Riverside Elementary

4085 McNutt Road
Sunland Park, NM 88063

Santa Teresa Elementary

201 Commerciante Blvd.
Santa Teresa, NM 88008

Santa Teresa High School

100 Airport Road
Santa Teresa, NM 88008

Santa Teresa Middle School

4800 McNutt Road
Santa Teresa, NM 88008

Sunland Park Elementary

305 Alto Vista Drive
Sunland Park, NM 88063

Sunrise Elementary

1000 County Line Drive
Chaparral, NM 88081

Vado Elementary

330 Holguin Road
Vado, NM 88072

Yucca Heights Elementary

580 Angeline Blvd
Chaparral, NM 88081

15. Contractor's Statement

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:

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.
- c. 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 lawsuits 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?

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 _____ 2021, 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.

On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, and 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:
 - g. On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.
 - h. 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 _____ 2021.

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 _____ 2021.

Notary Public:
My Commission Expires:

16. REQUIRED FORMS

1. CAMPAIGN CONTRIBUTION DISCLOSURE FORM
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2. ACCEPTANCE OF CONDITIONS OF PROPOSAL INSURANCE
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3. CERTIFICATION REGARDING DEBARMENT
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ATTACHMENT A (Mandatory) CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, Attachment A, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification

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.

CAMPAIGN CONTRIBUTION DISCLOSURE

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)
(Attach extra pages if necessary)

Signature

Title/Position

Date _____

--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
Title (Position)

Date _____

ATTACHMENT B (Mandatory)
ACCEPTANCE OF CONDITIONS OF PROPOSAL – 20-21-56

E-Rate Services and Products - WAN Leased Line Network

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.

Name of Firm

Signature of Owner, Partner, Officer or Authorized Agent

Mailing Address

City, State and Zip Code

Telephone Number/Fax Number

New Mexico Contractor's License Number and Classification

In-State Certification Number

Federal Tax ID Number

Type of Entity

E-Mail Address

ATTACHMENT C (Mandatory)
Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

Offeror must complete, sign, and return the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions, Attachment C, as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

- (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 disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this application 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 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 primary participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT D (Mandatory)
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)

5. Estate/Trust (FEIN)

Or

Professional Corporation (FEIN)

6. Organization Exempt from Tax (FEIN)

Doctor/Medical Facility

7. Government Entity or Operated Entity

Attorney/Legal Facility

8. LLC taxed as:

2. Parent

Corporation (FEIN)

Work Study Student

Sole Proprietorship (SSN?FEIN) _____

School Choice(Federal Programs)

GISD Student Reimbursement

9. Other: _____

3. Sole Proprietorship (SSN/FEIN)

10. GISD Employee

4. Partnership (FEIN)

General

Limited

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: _____



ATTACHMENT E (Mandatory) CONFLICT OF INTEREST FORM

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 the 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, GISD 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 in 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 kickbacks.

Company Name

Address

Company Representative

Date