

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

REQUEST FOR PROPOSAL # 16-17-08

E- Rate Services and Products

**DATE ISSUED: January 27th, 2017
SCHOOL/DEPARTMENT: Technology**

DUE DATE/TIME: February 24th, 2017 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 24th, 2017, by 2:00 p.m. mountain daylight 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 # 16-17-08, before 2:00 p.m. on February 24th, 2017. 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IF MAILING YOUR PROPOSAL, MAIL TO PURCHASING OFFICE, P. O. DRAWER 70 ANTHONY, NM 88021.** Proposals may be modified or withdrawn prior to the established due date in accordance with the requirements of the New Mexico Procurement Code 13-1-1 et seq NMSA 1984 Supp. After the opening date and time, offers may be withdrawn only in accordance with NMSA Statute 13-1-106.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# 16-17-08, before 2:00 p.m. on February, 24th, 2017. 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:

$$\begin{aligned} &\text{Price of lowest Offeror divided by Price of this Offeror} \\ &\times \text{maximum price score} \\ &= \text{price score this Offeror} \end{aligned}$$

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.

ACCEPTANCE OF CONDITIONS OF PROPOSAL – RFP# 16-17-08

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.

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

Erate Category Two Basic Maintenance:

**Basic Maintenance for Gadsden ISD Erate 20 FY17-18
24 sites**

Cabling Basic Maintenance			
24 Sites			
School Name		Number of Rooms	
AltaVista Early College High School		9	
Anthony Elementary		30	
Berino Elementary		35	
Chaparral Elementary		30	
Chaparral Middle School		35	
Chaparral High School		50	
Desert View Elementary		30	
Desert Trails Elementary		35	
Gadsden High School		50	
Gadsden Middle School		35	
Gadsden Elementary		30	
La Union Elementary		30	
Loma Linda Elementary		30	
Mesquite Elementary		30	
Riverside Elementary		30	
North Valley Elementary		30	
Santa Teresa Elementary		30	
Santa Teresa Middle School		35	
Santa Teresa High School		40	
Sunland Park Elementary		30	
Sunrise Elementary		35	
Vado Elementary		30	
Yucca Heights Elementary		30	
Administration Building (GAC)		1	

Network Electronics Break/Fix	
24 Sites	
GAC Shared Site Routers/Switches	
Qty	Make and Model
1	Cisco Router 7206 VXR
1	Palo Alto PA-3020 Firewall
1	Cisco 3560X-24T-S
2	Cisco 2960 48 ports
23 School Sites Main Core Switches	
Qty	Make and Model
27	Cisco 4507 Switches
1	Cisco 6509 Switch
23 School Sites IDF's Switches	
Qty	Make and Model
27	Cisco 2960-48
2	Cisco 2960-24
71	Cisco 3560G-48
47	Cisco 3560G-24
15	Cisco 3550-48
6	Cisco 3550-24
1	Cisco 3548-48
40	Cisco 3524-24
5	Cisco 3512-12
2	Cisco 3508-8
2	Cisco 2960-12
3	Cisco 3560x-48
6	Cisco 3560x-24

3	Cisco 2950-48
8	Cisco 2924-24
2	BR1310G Cisco Bridge
1	Cisco 3560 - 8
3	Cisco 2960XR-48
17	Cisco 2960X-48
6	Cisco C3850-48
1	Cisco 3560G-48

Ruckus Wireless Network Access Point for Gadsden ISD Erate 20							
Ruckus WAP	Model 7055	Model 7363	Model 7762	Zone Director 3000	Model R500	Model R600	Model R710
Anthony Elementary		10	2		2		
AVECHS	8					3	
Berino Elementary		6					
Chaparral Elementary		3	1		4		
Chaparral High School		14	4				
Chaparral Middle School		6					
Desert Trails Elementary	1	5	2				
Desert View Elementary		3			5		
GAC				1			

Gadsden Elementary		5					
Gadsden High School		13	1		8	3	2
Gadsden Middle School		14	2		2		
La Union Elementary		5	1				
Loma Linda Elementary		6	1				
Mesquite Elementary		4	1				
North Valley Elementary		4	1				
Riverside Elementary	1	7			2		
Sunland Park Elementary		5			2		
Santa Teresa Elementary		5			1		
Santa Teresa Middle School		8	1		1		
Santa Teresa High School		15					
Sunrise Elementary		4	1				
Yucca Elementary							10
Vado Elementary		5	1				
Total	10	147	19		27	6	12

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 _____, 2016, 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 _____
2017.

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 _____ 2017.

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) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

**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: _____