



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

**REQUEST FOR PROPOSAL
NO.: 21-22-69
OCCUPATIONAL THERAPY SERVICES**

RFP RELEASE DATE:	October 15, 2021
SCHOOL/DEPARTMENT:	Special Education Department
PROPOSAL DUE DATE/TIME:	November 16, 2021 at 2:00 p.m.

Gadsden School District seeks written proposals from qualified sources for Occupational Therapy Services.

Additional copies of proposal specifications and evaluation criteria found attached may be obtained from the GISD Purchasing Office, 4950 McNutt, Sunland Park, New Mexico 88063, (575) 882-6252, between 8:00 a.m. and 4:30 p.m. Additional questions regarding this solicitation may be addressed via email to Georgina Galvan at ggalvan@gisd.k12nm.us. Any response made by the District will be provided in writing to all Offeror's by an addendum. Addendum will be posted on the District website at gisd.k12nm.us/groups/6283/finance/home in the Bids/RFP's section. The addendum must be acknowledged and included with your proposal submission.

Offeror(s) are prohibited from communicating directly with any District Departments or any employee. Any contact with District Departments or any employee may automatically result in rejection of any proposal.

Deadline for receipt of proposals is November 16, 2021, 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 and will be returned unopened.

Your proposal must be specific and must be responsive to the criteria set forth in this request. Procedural and contractual information can be obtained from Georgina Galvan, CPO, at (575) 882-6252.

GISD reserves the right to reject any or all proposals, or any part thereof, and to waive any technicalities or informalities in the bidding if in the best interests of the Owner. Incomplete proposals may result in dismissal of part or all of the response.

Each proposal must give the complete mailing address of the Offeror and must be signed by the Offeror with Offeror's legal authorized signature. Proposals by partnerships must be signed by one of the members of the partnership or by an authorized representative. Proposals by corporations must be signed and sealed in the name of the corporation followed by the signature and title of the president, secretary or other person authorized to bind the corporation in the matter. The names of all persons signed should be typed or printed below the signature. Unsigned proposals may be considered non-responsive and returned to the Offeror.

Proposals must be securely sealed in envelopes or boxes and marked on the outside with the name and address of the Offeror, Request for Proposal Number, and the closing date and time for opening of the proposal. Telephone, e-mailed proposals are not acceptable.

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.

SCHOOL DISTRICT BACKGROUND

Mission Statement: The Gadsden Independent School District will ensure that all students will learn by putting education first. The District will provide quality educational opportunities conducive to learning that will facilitate students' individual goals.

Gadsden ISD is the fourth largest school district in New Mexico and covers an area of 1,226 square miles, the 36th largest district in land area of the 89 schools' districts in New Mexico. This district is located in Dona Ana County, on the southern edge of the state in the Rio Grande Valley. The district borders the Deming, Las Cruces and Alamogordo school districts in New Mexico, and the Anthony ISD, Canutillo ISD, El Paso ISD, Ysleta ISD and Socorro ISD districts in Texas. The southern boundary of the district is on the U.S. – Mexico border. The district's schools are located in the communities of Anthony, Chaparral, La Mesa, Mesquite, Santa Teresa, Sunland Park, and Vado. The district has 28 schools: 16 Elementary Schools (K-6); 4 On Track Early Childhood Program Centers and 8 Pre-K Classes; 3 Middle Schools (7-8); 1 Alternative School (9-12); 3 High Schools (9-12); 1 Early College High School (9-12). Gadsden ISD has approximately 12,793 students and 2,000 employees.

I. GENERAL INSTRUCTIONS

Submit four (4) copies of your proposal to: GISD CPO, REFERENCE: RFP # 21-22-69, 4950 McNutt Road, Sunland Park, N.M. 88063 (**IF DELIVERED BY HAND**), or P.O. Drawer 70, Anthony, New Mexico 88021 (**IF BY MAIL**) before 2:00 p.m. on November 16, 2021. 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- eq seq NMSA 1984 Supp.

RFP SCHEDULE: This section of the RFP contains the schedule for the procurement, describes the major procurement events, and the tentative timeline for the procurement. “The Chief Procurement Officer will make every attempt to adhere to the following schedule:”

	Action	Estimated Date
1	RFP -- Issued	October 15, 2021
2	Publication Date	October 17, 2021
3	Deadline for Written Questions	October 27, 2021
4	Response to Written Questions/RFP Addendum	November 1, 2021
5	Submission of RFP at 2:00 p.m.	November 16, 2021
*6	Evaluation of Proposals	TBD
*7	Notice of Finalists (If required)	TBD
*8	Interviews with Finalists (If required)	TBD
*9	Gadsden ISD School Board Meeting for Action	December 9, 2021
*10	Contract Negotiations	December 2021
*11	Protest Deadline + 15 Days	December 24, 2021

*Dates indicated in Events 6 through 10 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

YOUR PROPOSAL MUST INCLUDE:

- 1. The current, valid license issued by the required New Mexico state board.**
- 2. The current, valid license issued by the State Public Education Department Licensure Unit.**

A. DELIVERY, MODIFICATIONS, LATE SUBMISSIONS AND WITHDRAWAL OF PROPOSALS

Delivery: It is the sole responsibility of the Offeror to see that its bid is delivered by the date and time specified in this proposal.

Modification: Telegraphic or written modifications of proposals already submitted will be accepted by the Purchasing Agent if received prior to the date and hour scheduled for closing of the proposal. A late modification of an otherwise successful proposal, that makes its terms more favorable to GISD, will be considered at any time it is received.

Late Submission: Any proposal received after the schedule closing time for receiving proposals will not be considered and will be returned to the Offeror unopened.

Withdrawal: Prior to award, proposals may be withdrawn any time by written notice, telegram or in person by Offeror's authorized representative.

Opening: Proposals will be opened at the time and place set forth above.

B. DISCUSSIONS WITH OFFERORS AND AWARD

The Procurement Code permits and GISD reserves 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 the proposals according to the criteria set forth under the section entitled Evaluation Criteria. The Purchasing Agent shall make a written determination showing the basis upon which the award was made, and such determination shall be included in the procurement file. GISD reserves the right to add related services to this Request, or the resultant contract, upon mutual agreement of both parties.

C. PROCUREMENT CODE

Sections 13-1-28 through 13-1-199 NMSA (1984 Supp.) imposes civil and misdemeanor criminal penalties for violation of the provisions of the procurement code. New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

D. TERMINATION OF REQUEST FOR PROPOSAL

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 signing of a contract. The GISD reserves the right to cancel this Request at any time, for any reason, and to reject any or all proposals.

E. 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 Gadsden ISD. 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, 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 will be so disclosed. The proposal shall be open to public inspections subject to any continuing prohibition on the disclosure of confidential data.

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.

F. PROTEST

If any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office. The protest must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. Protests are delivered directly to the Purchasing Office in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 4:30 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Chief Procurement Officer. The protest must be delivered to: Georgina Galvan/CPO to PO Drawer 70, Anthony, NM 88021.

G. PROPOSAL ACCEPTANCE

This Request and all its attachments will be considered to be part of and incorporated into the resultant agreement by reference. If Offeror's proposal is accepted, the proposal and appropriate modifications will be incorporated into the agreement.

The resulting agreement will constitute 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.

H. OFFEROR EXCEPTIONS

The Offeror must state those standard terms and conditions that the Offeror will expect GISD to consider. Any deviation from proposal specifications must be clearly identified by the Offeror. GISD will consider but is not bound by any Offeror's standard terms and conditions. If an impasse occurs, the proposal will be disqualified.

I. RESERVE ACCEPTANCE

Owner reserves the right to select the combination of services that appears best suited to meet the needs of GISD. In evaluating the responses, the Purchasing Agent reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract to best serve the interests of GISD.

J. OFFEROR REPRESENTATIVE

GISD reserves the right to negotiate a change in Offeror representative if the assigned representatives are 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 the Request for Proposal is provided to GISD.

K. 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

II. TERMS AND CONDITIONS

A. NEW MEXICO GROSS RECEIPTS TAX AND CONTRACT TERM

New Mexico Gross Receipts Tax of 6.750% or the current rate will be paid on all labor performed under the resulting contract. The award of the resulting contract will be for four (4) years, one year with three one-year renewal options.

B. CONTRACT TERMINATION

GISD shall reserve the right to terminate any contract entered into as a result of the Request for Proposal at any time by giving thirty (30) days written notice of its intent to cancel.

In the event the Offeror fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, GISD will notify the Offeror, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a 10-day period, the Offeror must submit, in writing, why such corrective action has not been performed. GISD reserves the right to determine whether such non-compliance may be construed as a failure of performance of the contract.

This agreement is contingent upon availability of appropriation. GISD reserves the right to terminate the agreement without penalty to the District.

C. 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.

D. SAFETY REQUIREMENTS

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

E. INDEMNIFICATION

The Offeror shall be responsible for all damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents, or subcontractors. Offeror shall save and hold harmless GISD and its Board of Education against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Offeror's operation shall be repaired and/or restored to their original condition, including cleaning and painting, at the Offeror's expense.

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 Offeror, and his agents, and employees, including losses, expenses, or damages sustained by GISD. The successful Offeror will undertake and agree to indemnify and hold harmless GISD and its Board, individually or collectively, and the Officers, agents, and

employees of GISD and its Board, 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 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.

F. ATTORNEYS STATEMENT

In the event that GISD employs attorneys or incurs other expenses that it may deem necessary to protect or endorse its rights under this contract, the Offeror agrees to pay the attorney's fees and expenses incurred by GISD. If either party defaults in the performance of this agreement, the defaulting party shall pay the non-defaulting party responsible attorney's fees and court costs.

G. NEGOTIATIONS

GISD reserves the right to have any additional terms and conditions incorporated into the agreement provided an authorized modification to the contract is mutually agreed upon and duly executed by both parties.

H. DISCRIMINATION

If awarded the contract, the 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 the resulting 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. CHANGE IN OFFEROR REPRESENTATIVE

GISD reserves the right to negotiate a change in Offeror representative if the assigned representatives are 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.

J. ORDER OF PRECEDENCE

In the event of an inconsistency between the terms and conditions of the resulting contract, the inconsistency shall be resolved by giving precedence in the following order:

1. The Request for Proposal, including the Scope of Work
2. Offeror Response

III. PREPARATION OF PROPOSALS

A. EVALUATION CRITERIA

The following criteria will be used to select the lowest responsible proposal:

CRITERIA	WEIGHT
Qualifications and experience	35%
Capability to perform required services	35%
Knowledge of regulations dealing with special education	10%
Hourly cost	20%
TOTAL	100%

To be considered responsive in the judgment of the District, a proposal must reasonably and substantially conform to all the specified requirements in the Request for Proposal. Any deviation from requirements indicated herein must be stated in Offeror's response. Otherwise, it will be considered that proposals are in strict compliance with all requirements, and any successful Offeror will be held responsible therefore. Deviations or exceptions stipulated in Offeror responses, while possibly necessary in the view of a particular Offeror, may result in a penalty assessment being assigned during the evaluation process. Language to the effect that the Offeror does not consider this proposal to be part of a contractual obligation will result in disqualification of Offeror's proposal.

Due to the unpredictable nature of what any particular Offeror may wish to stipulate with regard to exceptions, exclusions or limitation of liabilities, Offerors are forewarned that the District reserves the right to assign any penalties considered warranted. Terms of the Request for Proposal that any Offeror considers particularly unwarranted, and to which Offeror would have to take significant exception in his response, should be stated in the proposal clearly and concisely.

Any Offeror submitting a proposal has the responsibility to properly determine the difficulties and cost of successfully performing the services required and will not be excused from this responsibility for failure to investigate the conditions or to become acquainted with all factors impacting the services to be performed. The proposal must include all personnel, materials, equipment, etc. necessary for successfully completing all tasks.

B. PROPOSAL FORMAT

Submit four (4) copies of your proposal to: GISD CPO, REFERENCE: RFP # 21-22-69, 4950 McNutt Road, Sunland Park, N.M. 88063 (**IF DELIVERED BY HAND**), or P.O. Drawer 70, Anthony, New Mexico 88021 (**IF BY MAIL**) before 2:00 p.m. on November 16, 2021. 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- eq seq NMSA 1984 Supp.

Each proposal must be typed and legible. Failure to include all information requested in the Request for Proposal Documents may render the Offeror's proposal non-responsive and the proposal may be returned to the Offeror. Each of the items in the Scope of Work should be addressed in order.

Proposals shall include, but not be limited to:

1. Copies of professional certifications, licenses, etc.
2. Current resume of person(s) to be performing the required services, including references
3. Statement or schedule indicating the capability to perform required services during the school days as per the GISD calendar.

4. Information describing the extent of working knowledge of the New Mexico standards for excellence regulations dealing with Special Education.
5. Statement that summarizes the extent of experience with students who are disabled and with their parents or guardians.
6. An hourly, weekly or monthly cost for the service, excluding taxes. If cost is on a weekly or monthly basis, indicate the minimum number of hours to be provided during the billed period. Gross receipts tax shall be paid by GISD but shall not be included in the hourly amount proposed.

IV. SCOPE OF WORK

Gadsden Independent School District requests a proposal to provide the following Occupational Therapy Services:

- A. Provide Occupational Therapy Services, to include but not limited to direct services, evaluations, supervision and consultation, to students in accordance with state and federal laws and with GISD Special Education Department guidelines and procedures.
- B. Services to be provided shall be performed by personnel licensed by the New Mexico Regulation and Licensing Department Board of Examiners for Occupational Therapy and the Public Education Department and shall not include university practicum students. Services to be provided will include:
 1. Provide occupational therapy services to identified students.
 2. Problem-solve to meet students' ever-changing needs.
 3. Liaison with school personnel, family, physician and agencies through written and/or oral communication.
 4. Equipment ordering, adaptation, fabrication, and repair.
 5. Attend and participate in IEP meetings.
 6. Evaluation assessment and screening of students.
 7. Planning to meet individual students' and program needs.
 8. Establish and maintain appropriate records, reports and procedures.
 9. Set-up, maintenance and cleaning of treatment areas and OT equipment.
 10. Function as a team member with other related service staff.
 11. Supervision of COTAs.
- C. Services will begin as soon as possible. Service shall be provided at school locations during school hours (7:30 am to 3:30 pm or 8:00 am to 4:00 pm) throughout the school year. Services may also be required during summer school period or on year-round schedule. There may also be occasions when services before/after hours may be required in order to meet with parents.

All therapists must be able to:

1. Work independently with general guidance
2. Perform a variety of general clerical tasks and carry out oral and written instructions
3. Work well with a diverse range of people
4. Work as a team member
5. Travel to multiple school sites during the week in his/her own vehicle
6. Establish and maintain cooperative relationships with those contacted during the course of work

WORKING CONDITIONS:**ENVIRONMENT**

- Indoor environment.
- Constant interruptions.
- Driving a vehicle to conduct work.

PHYSICAL DEMANDS

- Dexterity of hands and fingers to operate specialized equipment and a computer keyboard.
- Seeing to read a variety of materials.
- Hearing and speaking to exchange information in person and on the telephone.
- Lifting/pushing/pulling normal does not exceed 25 pounds and may occasionally lift/push/pull in excess of 50 pounds with assistance
- Mobility to stand, stoop, reach, bend and twist while performing duties of this job

OTHER CONDITIONS:

- Consistent and regular attendance is essential

COST PROPOSAL

Proposal submitted in response to the RFP shall contain a description of the cost to perform the Occupational Therapy Services at the hourly rate throughout the term of contract.

This flat rate cost per hour does not include New Mexico Gross Receipt Tax.

HOURLY RATE: \$ _____

Occupational Therapy

 \$ _____

Occupational Therapy Assistant

OTHER FEES: _____

Explain: Other fees (description, detailed explanation, etc.)

APPENDIX FORM

**EVALUATION RFP NO. 21-22-69
OCCUPATIONAL THERAPY SERVICES**

EVALUATOR NAME: _____

TITLE: _____

DATE: _____

CRITERIA	WEIGHT				
Qualifications and Experience	35				
Capability to perform required services	35				
Knowledge of regulations dealing with special education	10				
Hourly Cost	20				
TOTAL POINTS	100				

Additional comments: _____

Evaluator Signature: _____ Date: _____

Evaluation Criteria

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. The evaluation of each Offeror's cost proposal will be conducted using the following formula:

Lowest Responsive Offeror's Cost

Each Offeror's cost

X Available Award Points

REQUIRED FORMS

- ACCEPTANCE OF CONDITIONS OF PROPOSAL FORM
- CAMPAINGE CONTRIBUTION DISCLOSURE FORM
- CERTIFICATION REGARDING DEBARMENT FORM
- CONFLICT OF INTEREST FROM
- CERTIFICATE OF LIABILITY INSURANCE FORM
- VENDOR INFORMATION FORM
- W-9 FORM (**SUBMIT PAGE 1 ONLY**)

**ACCEPTANCE OF CONDITIONS OF PROPOSAL 21-22-69
OCCUPATIONAL THERAPY SERVICES**

**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 unless otherwise stated.

By this Offer, your company is certifying that there are no GISD employees or Board Members who hold a financial interest in your company.

Name of Firm:

Signature of Owner, Partner, Officer or Authorized Agent:

Mailing Address:

City, State and Zip Code:

Telephone/Fax Numbers:

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.

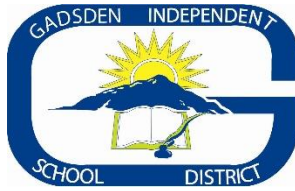
Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date



CONFLICT OF INTEREST

Offeror/Bidder warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of 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 kick-backs.

Company Name

Address

Company Representative

Date

GADSDEN INDEPENDENT SCHOOL DISTRICT
Purchasing Department
Phone (575) 882-6248 or (575) 882-6760
Fax (575) 882-6265 or (575) 882-6298

VENDOR INFORMATION FORM
*****PLEASE ATTACH W-9 FORM*****

Name: _____

DBA (if different): _____

New Mexico Businesses Only:

CRS Number: _____

List Cooperative Agreements and other Government Contracts (GSA, CES, REGION 19, etc.) that may be used for purchases:

List Commodities and/or Services Offered:

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: _____

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <input type="checkbox"/> Other (see instructions) ► _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.